

Petersburg City Public Schools

Request for Proposal

RFP Title: 2020 PCPS Internet and WAN
RFP#: 20-003
E-Rate Form 470#: 200013595

Sealed Proposals will be received until February 27, 2020, 3:00 p.m. District Time Zone, 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 January 29, 2020, 3:00 p.m. District Time Zone, as per the Official Purchasing Timeclock.

Debra Halloway
dehalloway@petersburg.k12.va.us

SEALED PROPOSALS SHALL BE CLEARLY MARKED AND DELIVERED TO:

PCPS – RFP # 20-003
255 E South Boulevard
Petersburg, VA 23805
ATTN: Debra Halloway

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.

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: _____

Contents

<i>Section 2: Service Requests</i>	3
<i>Section 3: Solution Specifications</i>	4
<i>Section 4: Service Level Agreement</i>	5
<i>Section 5: General Terms for All Proposals</i>	5
<i>Section 6: Locations and Network Configuration</i>	6
<i>Section 7: Procurement Timeline</i>	7
<i>Section 8: Additional Information/Questions</i>	7
<i>Section 9: Proposal Procedures</i>	8
<i>Section 10: Evaluation Criteria</i>	8
<i>Section 11: Award of Contract</i>	8
<i>Section 12: Cancellation of Contract</i>	9
<i>Section 13: Default</i>	9
<i>Section 14: Ethics in Public Contracting</i>	9
<i>Section 15: Anti-Discrimination</i>	9
<i>Section 16: Nondiscrimination of Contractors</i>	10
<i>Section 17: Taxes</i>	10
<i>Section 18: Payments</i>	10
<i>Section 19: No Contact Policy</i>	10
<i>Section 20: Disputes</i>	10
<i>Section 21: Protest of Award or Decision to Award</i>	11
<i>Section 22: Hold Harmless – Indemnification</i>	11
<i>Section 23: ADA Compliance</i>	11
<i>Section 24: Certification of Crime Against Children</i>	11
<i>Section 25: Insurance</i>	11
<i>Section 26: Drug Free Workplace</i>	12
<i>Section 27: Immigration Reform and Control Act of 1986</i>	12
<i>Section 28: Certification of Interest and Relationships with School Board and Applicant Employees</i> .	12
<i>Section 29: Audits</i>	12
<i>Section 30: Authorized to Transact Business</i>	13
<i>Section 31: Severability</i>	14
<i>Section 32: Cooperative Procurement</i>	14

Section 1: Introduction

Petersburg City Public Schools, hereafter referred to as Applicant, is requesting proposals for leased lit fiber for delivery of Internet access and Wide Area Network services to the school system. Service is expected to terminate at Petersburg High School. The new services may commence upon execution of this Agreement by an authorized Applicant representative and will continue until June 30, 2023 ("Initial Agreement Period"), with an option of three (3) one (1) year renewals from July 1 to June 30 (each period hereinafter referred to as "Subsequent Agreement Period"), subject to modifications as provided in the Agreement Documents.

The district currently has three contracts for its Internet and WAN services. The district may select one or more companies to provide the requested services in the coming fund year.

1. The current Internet contract for 500 mbps will expire during the fund year (March 14, 2021). The current service level is not meeting the needs of the district. Depending on the responses received, the district may either increase the current circuit speed via new agreement with the incumbent provider or add a load balancing circuit from a second provider effective July 1, 2020.
2. The current WAN contract for the Administrative office expires June 30, 2020. A new agreement will be required for this location effective July 1, 2020.
3. The current WAN contract for all other district sites will expire June 30, 2022; however, the agreement may be terminated as early as June 30, 2020 without penalty. If it is deemed to be in the district's best interest, the current contract may be cancelled, and a new agreement executed for these locations.

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

Section 2: Service Requests

1. Applicant is seeking bids for a fully managed, bundled Internet access solution. Leased Lit Fiber (with or without Internet Access) is the E-rate Category 1 service option to choose when bidding a bundled solution of Internet access delivered over leased lit fiber. See Section 3 for solution requirements.
2. Network Design and Construction Routes
 - a. Applicant leaves point of presence (PoP) location and fiber routes up to respondent. However, due to current and future bandwidth needs, designs are encouraged to provide dedicated infrastructure to Applicant. This includes little to no aggregation or third-party equipment between Applicant site and PoP.
 - b. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution.
 - c. Respondents should clearly illustrate proposed network design and construction routes.
 - d. Applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. Applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
3. Special Construction
 - a. In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
 - i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
 - b. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
 - c. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**.

- i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
 - d. Excess fiber strands for special construction projects
 - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.
 - ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
 - iii. For examples of cost allocation, please see document in Attachment B as prepared by the State E-rate Coordinators' Alliance (SECA).

Section 3: Solution Specifications

1. Internet access
 - a. Applicant must have a minimum of 1 Gbps dedicated, symmetrical bandwidth.
 - b. The solution must be scalable to 10 Gbps.
 - c. Each respondent is required to complete the attached pricing sheet with this RFP.
 - i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
 - d. If an increase in bandwidth is requested during the contract period, the contract does not renew; the existing agreement may be modified to allow the change.
 - e. If provider owned/managed terminating equipment is not included in the proposed solution, this must be explicitly stated.
 - f. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.
2. Wide Area Network
 - a. Applicant must have a minimum of 1 Gbps dedicated, symmetrical transport bandwidth between the designated endpoints.
 - b. The solution must be scalable to 10 Gbps.
 - c. Each respondent is required to complete the attached pricing sheet with this RFP.
 - i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
 - d. If an increase in bandwidth is requested during the contract period, the contract does not renew; the existing agreement may be modified to allow the change.
 - e. Additional Applicant sites not listed as current locations may be added to the contract; the existing agreement may be modified to allow the change.
 - f. If provider owned/managed terminating equipment is not included in the proposed solution, this must be explicitly stated.
 - g. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

Section 4: Service Level Agreement

1. Proposed services must meet the following specifications:
 - a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - b. .25% frame/packet loss commitment
 - c. 3ms network latency commitment
 - d. 4ms network jitter commitment
 - e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
4. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified.
8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

Section 5: General Terms for All Proposals

1. Failure to include any requested information noted as required by the respondent is grounds for disqualification.
2. Description of Proposal
 - a. Respondent will provide a description of their proposal for all services and solutions.
 - b. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
3. Timeline
 - a. For each response, respondents must include a timeline for bringing service online.
 - b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.
 - c. For solutions requiring special construction, a schedule of bringing the service online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
4. Demarcation
 - a. All solutions must terminate service or infrastructure in the demarcation point at address specified in the pricing sheet.

- b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
 - c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
5. Network Diagram
- a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
 - b. Diagrams must show if the circuit is routed through any aggregation hubs, equipment, or third-party facilities between district site and point of presence.
6. References
- a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Applicant.
7. E-rate Program Integrity Assurance (PIA) Review
- a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
 - b. Vendors may assist filing entities with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
 - c. For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials and other cost information requested during PIA review.
 - d. **All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**
8. Required Notice to Proceed and Funding Availability
- a. 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.
 - b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's' issuance of a written Notice to Proceed.
 - c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.
9. Applicant reserves the right to accept or reject any or all offers, to waive any informalities or irregularities, and to accept a proposal, which is deemed in its best interest.

Section 6: Locations and Network Configuration

1. Locations:

ENTITY NAME	STREET ADDRESS	ZIP
PETERSBURG HIGH	3101 JOHNSON RD	23805
BLANDFORD PROGRAM FOR MATHEMATICS & HUMANITIES	816 E BANK ST	23803
COOL SPRING ELEM (FKA A.P. HILL ELEM)	1450 TALLEY AVE	23803
LAKEMONT ELEM (FKA R.E. LEE ELEM)	51 GIBBONS AVE	23803
PLEASANTS LANE ELEM (FKA JEB STUART ELEM)	100 PLEASANTS LN	23803
VERNON JOHNS JUNIOR HIGH	3101 HOMESTEAD DR	23805
WALNUT HILL ELEMENTARY SCHOOL	300 W SOUTH BLVD	23805
WESTVIEW EARLY CHILDHOOD EDUCATIONAL CENTER	1100 PATTERSON ST	23803
PETERSBURG CITY SCHOOLS ADMIN OFFICE	255 E SOUTH BLVD	23805

PETERSBURG CITY SCHOOLS BUS GARAGE	920 EAST WYTHE STREET	23803
PETERSBURG CITY SCHOOLS OPERATIONS BLDG	35 PINE STREET	23803

2. Current Network Configuration:

ENTITY NAME	CURRENT SERVICE
PETERSBURG HIGH (District Hub)	1 Gbps Dedicated Internet Access
PETERSBURG HIGH	10 Gbps TLS WAN
BLANDFORD PROGRAM FOR MATHEMATICS & HUMANITIES	1 Gbps TLS WAN
COOL SPRING ELEM (FKA A.P. HILL ELEM)	1 Gbps TLS WAN
LAKEMONT ELEM (FKA R.E. LEE ELEM)	1 Gbps TLS WAN
PLEASANTS LANE ELEM (FKA JEB STUART ELEM)	1 Gbps TLS WAN
VERNON JOHNS JUNIOR HIGH	1 Gbps TLS WAN
WALNUT HILL ELEMENTARY SCHOOL	1 Gbps TLS WAN
WESTVIEW EARLY CHILDHOOD EDUCATIONAL CENTER	1 Gbps TLS WAN
PETERSBURG CITY SCHOOLS ADMIN OFFICE	1 Gbps TLS WAN
PETERSBURG CITY SCHOOLS BUS GARAGE	1 Gbps TLS WAN
PETERSBURG CITY SCHOOLS OPERATIONS BLDG	1 Gbps TLS WAN

Section 7: Procurement Timeline

January 15, 2020	RFP Issue Date
January 29, 2020	Vendor Question Deadline, 3:00 p.m. District Time Zone
January 30, 2020	Posting of Responses to Questions
February 27, 2020	Proposal due, 3:00 p.m. District Time Zone
March 2, 2020	Anticipated Intent to Award/Notification to Vendors
March 4, 2020	Board Approval
March 5 - 12, 2020	Legal Review, Signatures, Executed Contract

Section 8: Additional Information/Questions

1. All questions or comments concerning this Request for Proposals must be submitted in writing to Debra Halloway at dehalloway@petersburg.k12.va.us.
2. All questions or comments must be submitted by January 29, 2020, 3:00pm District Time Zone.
3. No site visits are offered for this RFP.

Section 9: Proposal Procedures

1. Sealed proposals will be received until February 27, 2020, 3:00 p.m. District Time Zone.
2. The proposal name and RFP# must be clearly shown on the face of the envelope.
3. Offerors shall mail or hand deliver proposals. Emailed files will not be accepted.
 - a. Proposals delivered by USPS, Fed Ex, UPS, or in person must be sent to:

**PCPS – RFP # 20-003
255 E South Boulevard
Petersburg, VA 23805
ATTN: Debra Halloway**

4. Proposals must be received by the applicant by the date/time noted above. The applicant will not accept proposals after that date and time. Proposals received after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror.
5. It shall be the Offeror's responsibility to ensure his/her proposal has been received on or before the deadline published above.
6. The applicant is not responsible for delays in the Postal service or other methods of delivery.

Section 10: Evaluation Criteria

% Weight	Criteria
50%	E-rate eligible recurring and one-time circuit costs
10%	E-rate ineligible recurring or one-time costs
10%	Complete bid submission
10%	Ability to support requirements of this RFP
10%	Proposed contract terms and conditions
10%	Previous experience/Provider references

Section 11: Award of Contract

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

Section 12: Cancellation of Contract

Applicant 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.

Section 13: Default

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

Section 14: Ethics in Public Contracting

1. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or endorsements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any; payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.
2. During the preparation and submission of this proposal, the Offeror agrees as follows:
 - a. 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 negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17.
 - b. Offeror hereby certifies that the contract, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by Applicant 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.

Section 15: Anti-Discrimination

By submitting their proposals, offerors certify to Applicant 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.

Section 16: 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 Applicant 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.

Section 17: Taxes

Applicant 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. Applicant assumes no tax liability under the RFP and any resulting contract.

Section 18: Payments

1. Billing will be directed to Petersburg City Public Schools, Business and Finance Office, 255 E South Boulevard, Petersburg, VA 23805. Payment will be made after successful completion/installation and the receipt of a proper invoice.
2. Payment shall not preclude Applicant from making a claim for adjustments on any item later found not to have been in accordance with the general specifications.

Section 19: No Contact Policy

Any contact with any Applicant representative, other than that outlined in Section 7 concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

Section 20: 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.

Section 21: 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 Applicant Contact listed on the RFP cover page no later than ten (10) business days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected offeror is not a responsible offeror. The written protest shall include the basis for the protest and the relief sought.

Section 22: 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 Applicant 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 Applicant, contractor shall assume and defend at contractor's sole expense any and all such suits or defense of claims made against Applicant, or its agents, volunteers, servants, employees or officials.

Section 23: ADA Compliance

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact Debra Halloway no later than five (5) business days prior to the RFP close date at 804-862-7061. 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.

Section 24: Certification of Crime Against Children

The Contractor shall provide certification that Contractor and Contractor's employees, and all other persons 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 or sexual abuse or rape of a child. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Exhibit I and submit the certification contemporaneously with this executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification reference above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Applicant shall not be liable for materially false statements regarding the certifications required under this Contract.

Section 25: 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.)

Section 26: Drug Free Workplace

In every contract over \$10,000 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 purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specified contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Section 27: Immigration Reform and Control Act of 1986

By submitting their proposal, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration and Reform and Control Act of 1986.

Section 28: Certification of Interest and Relationships with School Board and Applicant Employees

To the extent that neither Contractor nor any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for or employed by, the School Board or Applicant, Contractor shall reveal such relationships to the School Board. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Exhibit II and submit the certification contemporaneously with this executed Contract.

Section 29: Audits

Applicant 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 Applicant, through its employees, agents, representatives, contractors or other designees, during

normal business hours at the contractor's office or place of business in Petersburg, 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 Petersburg, VA, which is convenient for Applicant. This paragraph shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit, which Applicant may have by state, Applicant, or federal statute, ordinance, regulation or agreement, whether those rights, powers or obligations are express or implied.

Section 30: Authorized to Transact Business

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/offeror'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/offeror's SCC Identification Number is _____.

- C. _____ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror 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/offeror is not required to be authorized to transact business in Virginia.

Section 31: 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.

Section 32: Cooperative Procurement

The procurement of goods and/or services provided for in this solicitation is being conducted pursuant to §2.2-4304 of the *Code of Virginia*. Therefore, the offeror is advised, and by submitting a response to this procurement, such offeror agrees that any resulting contract from this procurement may, in addition to Applicant, also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with §2.2-4304 of the *Code of Virginia*.

Applicant shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful offeror or bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

The rest of this page intentionally left blank.

Attachment A - 2020 Petersburg C1 Pricing Sheet

Applicant Name: Petersburg City Public Schools
BEN#: 126542
FY 2020 Form 470#: 200013595
Service Provider Name:
SPIN:
Contact Name:
Contact E-mail:
Contact Phone:

Pricing Sheet Response Instructions

If you do not plan to bid on a specific bandwidth or location, please place "N/A" in that cell. If there is not cost associated with a line item, please enter \$0. Any one-time installation costs, special construction, leased equipment fees or additional surcharges must be included in the response. If no charge, enter \$0.

Dedicated Internet Access to District Hub at Petersburg High School

		1 Gbps	2 Gbps	3 Gbps	4 Gbps	5 Gbps	6 Gbps	7 Gbps	8 Gbps	9 Gbps	10 Gbps
MRC	Monthly Service Fee										
	Equip Lease Fee										
	Static IP Fee										
	Taxes, Fees or Surcharges										
NRC	One-time Install Cost										
	Special Construction Charges										

Transport to "TLS WAN" Sites Listed in RFP Section 6*

		1 Gbps	2 Gbps	3 Gbps	4 Gbps	5 Gbps	6 Gbps	7 Gbps	8 Gbps	9 Gbps	10 Gbps
MRC	Monthly Service Fee										
	Equip Lease Fee										
	Static IP Fee										
	Taxes, Fees or Surcharges										
NRC	One-time Install Cost										
	Special Construction Charges										

* If transport pricing is dependent on specific site address, submit additional tables and specify which locations the fees apply.

Attachment B Allocation Scenarios

Funding Year 2018

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

I. LEASED LIT FIBER AND LEASED DARK FIBER

A. Excess Strands for Applicant's Future Use

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

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

B. Excess Strands for Service Provider's Future Use

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

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

COST-ALLOCATION: FIBER EXAMPLES

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

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

© 2017 Universal Service Administrative Co. 26

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

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

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

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

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

EXHIBIT I

**CERTIFICATION OF
CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Applicant's students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person 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 or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Applicant shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

NO

YES (please explain) _____

Contractor

Date

By: _____

Name: _____

Title: _____

EXHIBIT II

**CERTIFICATION OF
INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor’s officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Applicant.

To that extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

Neither Contractor nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Applicant.

The following individuals currently maintain a *financial* relationship with Contractor:

Applicant/School Board Employee’s Name: _____

Position with Applicant: _____

Nature of Relationship: _____

The following individuals currently maintain a *familial* relationship with Contractor:

Applicant/School Board Employee’s Name: _____

Position with Applicant: _____

Nature of Relationship: _____

Contractor

Date

By: _____

Name: _____

Title: _____