

FRANKLIN COUNTY PUBLIC SCHOOLS



Department of Technology Services

250 School Service Road ♦ Rocky Mount, VA 24151 ♦ (540) 483-5538 ♦ FAX (540) 483-0195

REQUEST FOR PROPOSAL

RFP # 11012023

Notice is hereby given of the intention of Franklin County School Board ("FCSB") to contract for:

BROADBAND INTERNET ACCESS AND WAN SERVICE

TERM: beginning July 1, 2024 and ending June 30, 2027.

Delivery of Proposal: It is the responsibility of the vendor to ensure that its proposal is delivered to the place designated for receipt of proposals by the time set for receipt of proposals. No proposals received after the time designated for receipt of proposals will be considered. Proposals must be in the hands of the officer or agent of the Owner whose duty it is to receive them by the time specified. The officer or agent of the Owner whose duty is to receive proposals will decide when the specified time has arrived and will determine if the proposal was in their possession by that time.

Due Date and Time: December 15, 2023; 2:00 P.M. (EST)

Location: Purchasing Office, Franklin County Public Schools, 250 School Service Road, Rocky Mount, VA 24151.

Any questions regarding the meaning or interpretation of the specifications, or any other related information must be requested in writing to the Purchasing Office by November 20, 2023. Any such explanation or interpretations will be made in the form of "Addenda" or "Clarification" to the documents and will be made available via our web site www.frco.k12.va.us. Oral explanations and interpretations made prior to the proposal opening do not form a part of the solicitation documents.

It shall be the offerors' responsibility to obtain any published addenda by checking the Franklin County Public School's Website Site for a copy of all addenda issued prior to the proposal due date. Because two or more addenda are sometimes issued, it is suggested that the offeror check the website frequently. A list of Proposals, RFP's, and addenda are listed on the website.

For inquiries or questions concerning the proposal, contact:

Jessica Pendleton, Purchasing Coordinator

Phone 540.483.5538

jessica.pendleton@frco.k12.va.us

**Request for Proposal
RFP # 11012023**

BROADBAND INTERNET ACCESS AND WAN SERVICE

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I. PURPOSE

The purpose and intent of this Request for Proposal (“RFP”) is to solicit sealed proposals and establish a term contract(s) for Vendor (“Offeror”, “Proposer”) provided Broadband Internet Access and WAN Services for The Franklin County School Board, also referenced herein as the “Owner”, “FCSB”, or “District”. This document establishes the anticipated services to be performed and outlines the evaluation and selection process, based on the evaluation criteria listed in the RFP, should result in a firm or firms being awarded a contract; however, this document does not guarantee that a contract will be awarded.

II. SERVICE SPECIFICATIONS

Bandwidth Type/Speed	Symmetrical service is required; asymmetrical services will not be considered
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DIA Required Bandwidth	10 Gbps or greater
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WAN Required Bandwidth	10Gbps or greater
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Services Requested	Service Type	Quantity	Details
	Dedicated Internet (DIA)	1	District Office hub
	Transport (WAN)	15	15 School Sites
	Demarcation point Equipment	16	Fiber Optic handoff at for each location
	Static IP	64	Public IP range

Service Address(es)	See Service Locations tables in Section III.
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Required Service Delivery	July 1, 2024
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Initial Contract Terms Requested	36 months (July 1, 2024 – June 30, 2027)
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Renewal Periods Requested	Maximum of 5 annual optional renewals, July 1 – June 30
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****YOU CAN PROVIDE A 60 MONTH OPTION WITH A MAXIMUM OF 5 ANNUAL OPTIONAL RENEWALS ALSO****

III. SERVICE LOCATIONS

Dedicated Internet Access: FCSB is requesting proposals for fully managed Dedicated Internet Access with a static IP range to be delivered to the following hub (A) location.

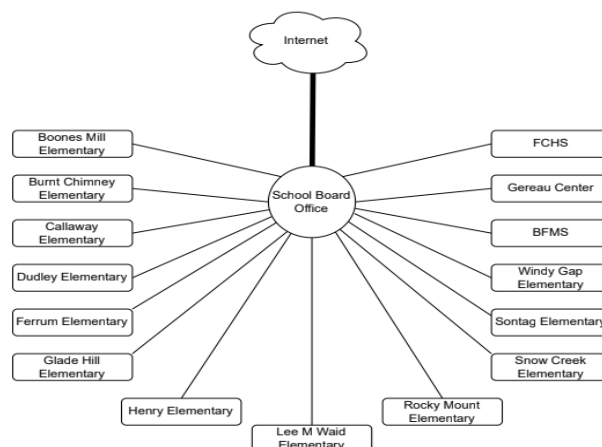
A-Loc Entity Name	Street	City	State	Zip	Current Gbps
FCSB District Office	25 Bernard Rd	Rocky Mount	VA	24151	10

Transport (WAN): FCSB is requesting proposals for fully managed Wide Area Network (Transport) service to be delivered between the hub (A) location listed above and the following Z locations:

Z-Loc Entity Name	Street	City	State	Zip	Current Gbps
Benjamin Franklin Middle School	225 Middle School Rd	Rocky Mount	VA	24151	10
Boones Mill Elementary	265 Taylors Rd	Boones Mill	VA	24065	10
Burnt Chimney Elementary	80 Burnt Chimney Rd	Wirtz	VA	24184	10
Callaway Elementary	8451 Callaway Rd	Callaway	VA	24067	10
Dudley Elementary	7250 Brooks Mill Rd	Wirtz	VA	24184	10
Ferrum Elementary	660 Ferrum Rd	Ferrum	VA	24088	10
Franklin County High School	700 Tanyard Rd	Rocky Mount	VA	24151	10
Gereau Center	150 Technology Dr	Rocky Mount	VA	24151	10
Glade Hill Elementary	8081 Old Franklin Trpk	Glade Hill	VA	24092	10
Henry Elementary	200 Henry School Rd	Henry	VA	24102	10
Lee M Waid Elementary	540 East Court St	Rocky Mount	VA	24151	10
Rocky Mount Elementary	555 School Board Rd	Rocky Mount	VA	24151	10
Snow Creek Elementary	5393 Snow Creek Rd	Penhook	VA	24137	10
Sontag Elementary	3101 Sontag Rd	Rocky Mount	VA	24151	10
Windy Gap Elementary	465 Truman Hill Rd	Wirtz	VA	24184	10

IV. TOPOLOGY

The WAN will consist of a star topology from the schools back to the head-in. Please see diagram below.



V. SERVICE LEVEL AGREEMENT

a. Proposed services must meet the following specifications:

- The offeror will make all reasonable efforts to ensure 99.99% network availability of each circuit.
- The offeror will provide 24 x 7 support and 2-hour on-site response time for outages.
- The offeror will provide denial-of-service protection.
- The offeror will provide traffic monitoring.

b. 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.

c. 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.

d. 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 the implementation schedule is completed.

e. Resolution:

- The customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

f. Trouble reporting, escalation and resolution:

- A detailed trouble reporting, escalation and resolution plan will be provided to the district.

g. 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.

h. Reports:

- Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

i. Link performance per segment:

- The service will maintain the proposed link performance throughout the term of the contract.

j. Historical uptime:

- Provide aggregate uptime statistics for your proposed service in the geographic area encompassing FCSB.

VI. SITE INFORMATION, INCLUDING SITE VISITS AND VENDOR INQUIRIES

A. There is no Pre-Proposal Conference of site visit necessary for this solicitation.

B. All material information and requirement that are available are set forth in this RFP and appendices. Questions seeking clarification of the requirements of the RFP shall be submitted

via email to Jessica Pendleton, Jessica.pendleton@frco.k12.va.us. Answers to questions shall be posted to the FCPS Division RFP website:

https://www.frco.k12.va.us/division/division_rfps

Vendors are responsible for periodically monitoring the FCPS division RFP website for updates. It is suggested that vendors check for updates routinely. The last day for the acceptance of inquiries and clarifications is **November 20, 2023 BY 3:00 pm EST time** and the anticipated date to answer any remaining questions will be posted on **December 1, 2023 BY 3:00 pm EST time**.

VII. E-RATE

A. E-rate Requirements

- a. Respondents must comply with E-rate program rules.
- b. If the respondent does not have an FCC 498 number or is on FCC red light status, they may be disqualified.
- c. Lowest Corresponding Price - As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.
- d. Offerors must provide either BEAR or SPI discount method if requested by FCSB.

B. 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 applicants 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.

C. 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.

VIII. PROPOSAL PREPARATION AND MANDATORY SUBMITTAL REQUIREMENTS

A. General Requirements

1. Proposals shall be signed by a representative of the Offeror authorized to bind and firm into a contract. All information requested must be submitted. Failure to submit

all information requested will result in the proposal being disqualified from consideration.

- A. Offerors must submit a complete response to this RFP using Attachment A that includes the cost for requested services.
 - B. Offerors must provide one (1) original – clearly marked “ORIGINAL”, one (1) redacted copy on a USB drive that omits any proprietary or confidential information that the Offeror requests be withheld from public view, three (3) hard copies and two (2) individual USBs including all documentation provided in the original response. These documents on USB drives must be in an editable format (e.g. Microsoft Word and Excel). Each proposal must be submitted to Franklin County Public Schools, Attention: Jessica Pendleton, 250 School Service Road, Rocky Mount, VA 24151.
Identify on outside of envelope: Using Attachment C filled out by the offeror. No other distribution of the proposal shall be made by the Offeror.
 - C. An Offer’s proposal that has not disclosed all taxes, fees, surcharges, etc. and their amounts or percentages in their proposal may be disqualified in the Owner’s discretion which shall not be exercised arbitrarily.
 - D. An Offeror that is not deemed a “qualified” bidder as a result of reference checks and other research conducted by the Owner is disqualified.
- 2. This Request for Proposal creates no obligation on the part of FCSB to award a contract or to compensate vendors for proposal preparation expenses. FCSB will not be responsible for any costs incurred by any vendor in preparing or submitting a proposal. FCSB reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor informalities, or to negotiate with all responsible vendors in any manner necessary to serve the best interest of FCSB. However, FCSB has the right to accept the best proposal as submitted, without negotiation, and may do so; therefore, vendors should not rely on having a chance to negotiate and adjust their proposals.
 - 3. All submissions are final and may not be withdrawn after the proposal submission deadline set forth in this solicitation.
 - 4. Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Virginia Code section 2.2-4342(F), in writing, prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. However, the classification of an entire proposal documents, line-item prices, and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.
 - 5. In the event that School Board offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for proposals, the published due date will default to the next open business day at the same time.

B. Proposal Preparation

1. The Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in FCSB requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
2. The Proposal should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
4. Ownership of all data, materials, and documentation originated and prepared for the FCSB pursuant to the proposal shall belong exclusively to the FCSB and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4332(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.

C. Oral Presentations and/or Technical Demonstrations

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation and/or technical demonstration of their proposal to FCPS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiations. FCPS will schedule a time and location for these meetings. These meetings are an option of FCPS and may or may not be conducted.

D. Specific Requirements

1. FCSB will not accept unsealed, facsimile, and/or emailed proposals.
2. Offerors should submit the following information/items as a complete proposal:
 - A. The return of your RFP proposal and addenda signed and completed.

- B. Documentation of the Offeror's authority to conduct business in the Commonwealth of Virginia such as a business license, documentation of corporation status through the State Corporation, or other documentation as appropriate.
3. A typed response describing:
- A. Offeror's organization data, including years in business, size and structure of the company; a description of the Offeror's history in providing the required services. This is redundant to Executive Overview requirements.
 - B. Offeror's complete technical proposal/additional data. This section should include any additional information the Offeror believes to be essential to a thorough evaluation of its proposal.
 - C. References. Offeror shall include a minimum of (2) school systems of similar size or larger and scope for whom the Offeror has provided these services/products in the last three (3) years. Include the date(s) when service was provided, the school system name, address, and the name and telephone number of the contract administrator. FCSB shall have the option of checking discovered references in addition to references provided by the Offeror. FCSB must be able to contact references without notification to the Offeror.

IX. CALENDAR OF EVENTS

Action	Date
Release RFP and File E-rate Form 470	November 1, 2023
Receive Written Inquiries (no later than)	November 20, 2023 (3:00 PM EST)
Answer Written Inquiries (anticipated)	December 1, 2023 (3:00 PM EST)
Due Date for Proposals	December 15, 2023 (2:00 PM EST)

X. EVALUATION AND AWARD OF CONTRACT

- A. Proposals shall be evaluated using the following criteria that meet the E-rate “cost effectiveness” standard of review and also complies with state law:

#	Criteria	Weight
1	E-rate Eligible Prices/Charges	35%
2	Feature Needs of FCPS	30%
3	Prior Experience with Vendor	25%
4	Non E-rate Eligible Prices/Charges	5%
5	Proximity of vendor offices/support staff	5%
Total Maximum Weight		100%

B. Award

1. Selection shall be made of the Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal.
2. FCPS may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4319 and Section 2.2-4359, Code of Virginia).
3. The award document will be FCPS Standard Contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor’s proposal as negotiated.

XI. GENERAL TERMS AND CONDITIONS

1. **SCHOOL DIVISION LEGAL STATUS:** The school board is a corporate body whose official title is Franklin County School Board, herein referred to as FCSB, Owner, or District.
2. **GENERAL PROVISIONS:** Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.
3. **Precedence of Terms:** Any Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

4. **APPLICABLE LAWS:** The contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Successful Offeror shall perform its obligations under the contract in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of FCSB relative to the premises. The Successful Offeror shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.
5. **AUTHORITY:** The Superintendent, or their designee, has the responsibility and authority to issue Requests for Proposals, negotiations, placing or modification requests, purchase orders, and awards issued by and for FCSB. In the discharge of these responsibilities, the Superintendent may be assisted by delegating to the Purchasing Agent or other staff members. No other School Board officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate the School Board for any indebtedness. Any purchase order or contract made contrary to these provisions and authority shall be of no effect and void, and FCSB shall not be bound thereby.
6. **TERM OF AGREEMENT:** The initial term of this agreement shall begin on the day the contract is fully executed for the period of three (3) years with options for five (5) one-year renewals, or five (5) years with options for five (5) one-year renewals.
7. **RECEIPT OF PROPOSALS:** To be considered for selection, proposals must be received by the FCSB Administrative Office by the designated date and hour. The official time used in the receipt of proposals is local prevailing Eastern Standard or Eastern Daylight Savings time, whichever is applicable. Proposals received after the date and hour designated are non-responsive, automatically disqualified, and will not be considered. FCSB is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means. It is the sole responsibility of the Offeror to ensure that its proposal reaches the FCSB Administrative Office by the designated date and hour.
8. **MANDATORY USE OF RFP FORMS AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official FCSB forms provided for that purpose may be cause for rejection of the proposal. Unauthorized modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, the Purchasing Agent reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a proposal as non-responsive. As a precondition to its acceptance, FCSB may, in its sole discretion, request that the Offeror withdraw or modify non-responsive portions of a proposal, which do not affect quality, quantity, price, or delivery.
9. **DEBARMENT STATUS:** By submitting its proposal, the Offeror certifies that it is not currently debarred by the Commonwealth of Virginia or FCSB from submitting proposals on contracts for the type of goods or services covered by this solicitation, nor is the Offeror an agent of any person or entity that is currently so debarred.
10. **CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION:** As required by Section 22.1-296.1 of the *Code of Virginia*, Offerors who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of

a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Offerors must complete the Certification of Compliance Involving Crimes Against Children. The Offeror further acknowledges that it understands that allowing any person subject to the direct or indirect control of the Offeror to perform work or enter on school division property if such person has been convicted of such a crime, constitutes a breach of contract and may result in default action being taken by FCSB in addition to any criminal penalties that may result from such breach or conduct.

11. NON-DISCRIMINATION:

- a. FCSB shall not discriminate against any potential Offeror 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 or services 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 or services, FCSB shall offer the individual, within a reasonable period after the date of the objection, access to equivalent goods or services from an alternate provider.
- b. Successful Offeror agrees that during the performance of the Agreement:
 - i. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Successful Offeror. Successful Offeror agrees to post in conspicuous places available to employees and applicants notices setting forth the provisions of this nondiscrimination clause.
 - ii. It will state that it is an equal opportunity employer in all solicitations or advertisements for employees placed by it or on its behalf. Notices, solicitations, and advertisements placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purposes of meeting the requirements of this section.
 - iii. It will include the provisions of the foregoing paragraphs i. and ii. in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each such subcontractor or Contractor.

12. DRUG FREE WORKPLACE: A drug-free workplace is to be maintained by the Successful Offeror pursuant to Virginia Code Section 2.2-4312.

- a. During the performance of the contract, the Successful Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 Offeror'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 Offeror 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 \$10,000.00, so that provisions will be binding upon each subcontractor or vendor.

- b. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to an Offeror 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.

13. IMMIGRATION LAW. Successful Offeror represents and warrants that it does not, and shall not during the performance of the contract, knowingly employed an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 or otherwise violate those provisions.

14. ERRORS IN PROPOSALS: When an error is made in extending total prices, the proposed unit price will govern. Erasures in proposals must be initialed by the Offeror. Carelessness in quoting prices, or preparation of proposals will not relieve the Offeror. Offerors are cautioned to recheck their proposals for possible errors. Errors discovered after public opening cannot be corrected.

15. ETHICS IN PUBLIC CONTRACTING: By submitting their proposal, Offerors certify that their proposal is made without collusion or fraud and that they have not been offered or received any kickbacks or inducements from any other Offeror, subcontractor or other person, and have not conferred upon any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially greater or equal value was exchanged.

16. PROTEST OF AWARD OR DECISION TO AWARD: Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Superintendent no later than ten (10) days after public notice of the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Superintendent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken.

If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be halted. Where the award has been made and performance has begun, FCSB may declare the contract void upon a finding that this action is in the best interest of FCSB. Where a contract is declared void, the performing Offeror shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Offeror be entitled to lost profits.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

An award need not be delayed for the period allowed an Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written

determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

- 17. EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Offeror shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
- 18. ADDENDA:** Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Most addenda are included with each solicitation. Each offeror is responsible for obtaining all addenda posted on the Purchasing Department website, or by calling the Purchasing Department office. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each addendum, signed by the offeror. Failure to do so may result in rejection of the solicitation. All addenda issued shall become part of the solicitation and all resulting contract documents. The prospective Offerors are responsible for asking for clarification concerning language in the RFP, details about specifications, or any other matter prior to submitting a proposal.
- 19. REFERENCES:** If requested, the Offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. FCSB may contact all references furnished by Offerors. FCSB further reserves the right to contact references other than, and/or in addition to, those furnished by the Offeror.
- 20. CONTRACT AWARD:** The award(s) made in response to an RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to FCSB taking into consideration the evaluations factors set forth in the RFP. FCSB reserves the right to make a separate award for each item, a group of items, or all items, and to make awards either in whole or in part, whichever is deemed by FCSB to be in its best interest. FCSB reserves the right to reject any or all proposals, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of FCSB to be in its best interests.
- 21. CONTRACT DOCUMENTS:** The final contract awarded under the provisions of this RFP shall consist of the following documents, incorporated by reference. Should any document appear inconsistent with any other, they shall be interpreted in the order they are listed, with the executed contract taking precedence over the RFP and so on:

- a. **The agreed and executed contract**
- b. **This RFP and any addenda**
- c. **The Successful Offeror's Proposal**

By responding to this RFP, the Successful Offeror acknowledges that any standard form contracts it proposes are subject to modification before being finalized.

- 22. MODIFICATION TO THE CONTRACT:** Changes to the contract can be made in the following ways:
- a. The parties may agree to modify the scope of the contract. No modification for a fixed price contract may be increased by more than 25%, or \$50,000, whichever is greater, without the advanced written approval of FCSB.
 - b. FCSB may order changes within the general scope of the contract at any time by written notice to the Successful Offeror. Successful Offeror shall comply with the notice upon

receipt and shall be compensated for any additional costs incurred as a result of the change order or give a credit for savings.

- c. Any and all change orders must be approved by the FCSB Finance Office prior to work being performed.

23. INDEPENDENT CONTRACTOR RELATIONS: The Successful Offeror, its employees, assignees and/or consultants shall not be deemed employees of FCSB while performing services for FCSB. The Successful Offeror shall not be the agents, subagents, or representatives of FCSB, and this contract shall not make FCSB liable to any person, firm, corporation, or other entity who contracts with or provides goods or services to the Successful Offeror.

24. INVENTIONS & COPYRIGHTS: The Successful Offeror is prohibited from copyrighting any papers, interim reports, forms, or other materials and/or obtaining patents on any invention resulting from its performance of the project, except when specific written authorization of FCSB is given. The copyright or patent shall belong to FCSB.

25. TERMINATION: FCSB may, with or without cause, terminate the contract upon sixty (60) days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the contract. The parties may mutually agree in writing to an earlier termination.

- a. In the event of a breach by the Successful Offeror of the contract, FCSB shall have the right to immediately rescind, revoke, or terminate the contract. In the alternative, FCSB may give written notice to the Successful Offeror by specifying the manner in which the contract has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, FCSB shall have the right to terminate the contract. A waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the contract.
- b. In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the contract shall remain the property of FCSB.
- c. The contract shall be null, void, and unenforceable if FCSB fails to receive, or to continue to receive, funds which, in its sole opinion, are sufficient to meet its obligations hereunder. This termination shall be complete upon depletion of the previously allocated funds.

26. FAILURE TO DELIVER: Failure to comply with the terms and conditions of a resulting contract or failure to deliver the contracted goods or services will be considered default of the contract. Should the Successful Offeror fail to deliver an order or services at the time specified or within a reasonable time thereafter, as determined by the Purchasing Agent, FCSB may acquire the goods or services in the open market and the Successful Offeror shall reimburse FCSB for all costs when purchases are made in the open market. This remedy shall be in addition to any other remedies FCSB may have.

27. FINANCE/INTEREST CHARGES: Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by FCSB.

- 28. ASSIGNMENT:** A contract shall not be assigned by the Successful Offeror in whole or in part without the written consent of FCSB and other participating jurisdictions. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of FCSB, nor shall it be construed as giving any rights or benefits hereunder to anyone other than FCSB and the Successful Offeror.
- 29. SEVERABILITY:** Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 30. CONTINGENT FEE WARRANTY:** The Successful Offeror warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing the Agreement. The Successful Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of the Agreement. For breach of one or both of the foregoing warranties, the School Board shall have the right to terminate the Agreement without liability, or, in its discretion, to deduct the amount of said prohibited fee.
- 31. FINANCIAL RECORDS AVAILABILITY:** The Successful Offeror agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. The School Board, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during this period.
- 32. OWNERSHIP OF DOCUMENTS:** Any reports, plans, documents, studies, photographs, negatives or other documents or materials prepared by the Successful Offeror or related to the performance of the contract shall be the property of FCSB and retained by the Successful Offeror and shall be remitted to FCSB by the Successful Offeror upon completion, termination or cancellation of the contract. The Successful Offeror shall not willingly use or allow or cause to have such materials used for any purpose other than performance of the Successful Offeror's obligations under the contract without the prior written consent of FCSB.
- 33. CONFIDENTIAL INFORMATION:** All confidential and proprietary information and data furnished to the Successful Offeror by FCSB shall remain the property of FCSB. The Successful Offeror agrees to retain in confidence, and not to disclose to or use for the benefit of third parties, any information disclosed to the Successful Offeror by FCSB without FCSB's prior written consent. Excluded from the provisions of the contract shall be such information as:
- a. Information which is in the public domain or which the Successful Offeror can show to have been in its possession independently of and prior to such disclosure by FCSB;
 - b. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
 - c. Information made available to the Successful Offeror from a third-party source without any secrecy obligation attaching thereto; and
 - d. All information uncovered during an investigation conducted by the Successful Offeror that is required to be reported by the Successful Offeror to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and safety). The Successful Offeror will notify FCSB prior to any such reporting.

34. SENSITIVE INFORMATION HANDLING: Any information in the possession of FCSB which is specific to an employee, student, including education and/or scholastic records, citizen, FCSB business function, private business entity, or other government entity which is not generally available to the public shall be designated as Sensitive Information. Contract workers will under no circumstance remove Sensitive Information from FCSB facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the FCSB facility or utilize strong encryption methods such as AES with a minimum key size of 128, but a preference for 256 or higher. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface, or other means without expressed consent of FCSB. Any access to FCSB information by contract workers from outside the FCSB local network shall be in accordance with existing FCSB policies and procedures. Any exception to this paragraph shall be approved by FCSB.

35. DOCUMENT/INFORMATION: The successful vendor will maintain and provide, upon request of FCSB, records, reports or other information to document attendance and participation of employees.

36. TAXES, FEES, CODE COMPLIANCE AND LICENSING: The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the contract. All work shall comply with all applicable codes, ordinances and permitting requirements.

37. COORDINATION OF WORK: The Successful Offeror shall schedule and coordinate its services with FCSB. Services shall be performed in a professional and timely manner.

38. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

- a. FCSB cannot validly enter into a hold harmless provision under Virginia law. Any provision in the contract requiring FCSB to indemnify or hold harmless Successful Offeror for any act or omission shall not have any effect or be enforceable against FCSB.
- b. Successful Offeror shall indemnify and hold harmless FCSB, its officers, administrators, agents, and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of FCSB with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expenses, or other costs or expenses arising out of or pertaining to the performance of the contract by the Successful Offeror.

39. INSURANCE: The Offeror and their insurance company should carefully review the insurance requirements set forth below. The Offeror shall furnish a copy of a certificate of insurance in accordance with the requirements before FCSB will execute a contract. The Offeror shall be responsible for maintaining current certificates of insurance on file with FCSB. The certificate of insurance does not need to accompany the proposal.

The Offeror shall purchase and maintain in force, at its own expense, such insurance as will protect Offeror and FCSB from claims which may arise out of or result from the Offeror's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone whose acts any of them may be liable. The insurance coverages shall be such as to fully protect

FCSB, the Offeror, and the general public from any and all claims for injury and damage resulting by any action on the part of the Offeror or his forces as enumerated above.

The Offeror shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to FCSB and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to subcontract any part of the work to be done under this contract.

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

1. Commercial General Liability \$1,000,000 Combined Single Limit per occurrence.
2. Automobile Liability \$1,000,000 Combined Single Limit per occurrence.
3. Workers' Compensation Virginia Statutory Limits
4. Employers' Liability \$100,000 each accident
5. Abuse and Molestation Coverage \$1,000,000 per occurrence
6. Umbrella/Excess Liability \$5,000,000

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

1. Must reflect that the Commercial General Liability policy names FCSB and its officers, employees, and agents as an additional insured by endorsement to the policy;
2. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to FCSB;
3. Must have an authorized signature;
4. The Certificate Holder should be listed as Franklin County School Board; and
5. Must not allow defense costs to be subtracted from coverage available to FCSB.

40. INVOICES: Invoices for goods and/or services ordered, delivered, and accepted shall be submitted in duplicate by the Successful Offeror directly to the payment address shown on the purchase order/contract. All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated in the contract.

41. TRAVEL: The School Board shall not be liable for any reimbursement costs associated with travel.

42. METHOD OF PAYMENT: The Successful Offeror shall be paid on the basis of invoices submitted for completed work. Payment will be net forty-five (45) days from receipt, and approval, by an authorized FCSB official, upon satisfactory completion of delivery. Payment shall be made after satisfactory performance of the contract in accordance with all the provisions thereof and upon receipt of a properly completed invoice. FCSB reserves the right to withhold any or all payments or portions thereof for Successful Offeror's failure to perform in accordance with the provisions of the contract or any modifications thereto.

43. APPROPRIATION OF FUNDS: Notwithstanding all other provisions, the School Board shall be bound by the contract only to the extent that, in FCSB's opinion, there are funds appropriated for and available to perform its obligations hereunder, from all applicable federal, state and local sources.

44. SUBCONTRACTORS: No portion of the work shall be subcontracted without prior written consent of the Purchasing Agent. If the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the Purchasing Agent the names, qualifications, and experience

of their proposed subcontractors. The Offeror shall, however, remain fully liable for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.

45. PROMPT PAYMENT REQUIREMENTS FOR SUBCONTRACTORS. If subcontractors are used in the performance of the contract, Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to it for work performed by a subcontractor:

- a. Pay the subcontractor for the proportionate share of the total payment received from FCSB attributable to the work performed by the subcontractor; or
- b. Notify FCSB and subcontractor, in writing, of Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- c. Offeror shall provide FCSB with its federal employer identification number prior to receiving any payments hereunder.
- d. Offeror shall pay interest to the subcontractor on all amounts owed by it that remain unpaid after seven days following receipt by it of payment from FCSB for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subparagraph b above.
- e. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month for amounts owed to a subcontractor.
- f. Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- g. Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this paragraph shall not be construed to be an obligation of FCSB. The contract shall not be modified for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

46. TAX EXEMPTION: FCSB, as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. Successful Offeror shall not include any such taxes in any invoices under this contract.

47. CONTRACTOR AUTHORIZED TO TRANSACT BUSINESS: In accordance with §2.2-4311.2 of the Code of Virginia, any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal statement describing why the Offeror is not required to be so authorized. This information shall be provided on the State Corporation Commission & Registered Agent Form. Failure to provide the required information may result in the rejection of the proposal. Contractor shall not allow its existence to lapse or its certificate of authority or

registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or canceled at any time during the term of the contract. FCSB may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.

48. VIRGINIA FREEDOM OF INFORMATION ACT: Except as provided herein, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

- a. Proposal records shall be made available, upon request within a reasonable time after receipt but prior to award only for those Offerors who submitted a proposal in response to this solicitation.
- b. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- c. Should FCSB decide not to accept any of the proposals and to re-solicit, the procurement file will be closed and not open to public inspection. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- d. Trade secrets or proprietary information submitted by any Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protection of this section in writing prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary.

XII. ADDITIONAL FORMS

- a. Attachment A
- b. Attachment B
- c. Attachment C

Service Provider:	
Authorized Signature:	
Date:	

DEDICATED INTERNET ACCESS FOR A-LOC DIVISION HUB

A-Location	Address	Epl Service (Gbps)	36 Month (w/ 5 1-year optional extensions) Cost	60 Month (w/ 5 1-year optional extensions) Cost
District Office - Hub	47 School Service Rd, Rocky Mount, VA 24151			

WAN/TRANSPORT FOR Z-LOC

Z-Location	Address	Epl Service (Gbps)	36 Month (w/ 5 1-year optional extensions) Cost	60 Month (w/ 5 1-year optional extensions) Cost
Benjamin Franklin Middle School	225 Middle School Rd, Rocky Mount, VA 24151			
Boones Mill Elementary	265 Taylors Rd, Boones Mill, VA 24151			
Burnt Chimney Elementary	80 Burnt Chimney Rd, Wirtz, VA 24151			
Callaway Elementary	8451 Callaway Rd, Callaway, VA 24067			
Dudley Elementary	7250 Brooks Mill Rd, Wirtz, VA 24184			
Ferrum Elementary	660 Ferrum Rd, Ferrum, VA 24088			
Franklin County High School	700 Tanyard Rd, Rocky Mount, VA 24151			
Gereau Center	150 Technology Dr, Rocky Mount, VA 24151			
Glade Hill Elementary	8081 Old Franklin Trpk, Glade Hill, VA 24092			
Henry Elementary	200 Henry School Rd, Henry, VA 24102			
Lee M Waid Elementary	540 East Court St, Rocky Mount, VA 24151			
Rocky Mount Elementary	555 School Board Rd, Rocky Mount, VA 24151			
Snow Creek Elementary	5393 Snow Creek Rd, Penhook, VA 24137			
Sontag Elementary	3101 Sontag Rd, Rocky Mount, VA 24151			
Windy Gap Elementary	465 Truman Hill Rd, Wirtz, VA 24184			

****PLEASE INCLUDE MULTIPLE COPIES OF THIS "ATTACHMENT A" IF MULTIPLE BANDWIDTH OPTIONS ARE AVAILABLE. ALL OPTIONS MUST BE ABLE TO SUPPORT 10 Gbps UNTIL FCSB'S INFRASTRUCTURE CAN SUPPORT GREATER BANDWIDTH****

ATTACHMENT B

Trade Secrets/Proprietary Information

Trade Secrets or Proprietary information submitted by an Offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public.

Please mark one:

- () **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- () **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

ATTACHMENT C
DETACH AND SECURELY AFFIX THIS FORM
TO THE FRONT OF THE OUTERMOST ENVELOPE

Detach Here-----



Company Name	
Company Mailing Address	
Company City, State, Zip	
<div style="text-align: center; margin-top: 100px;"><p>Franklin County Public Schools <i>Attn: Jessica Pendleton</i> Department of Purchasing 250 School Service Road Rocky Mount, VA 24151</p></div> <div style="display: flex; justify-content: space-between; margin-top: 100px;"><div style="width: 45%;"><p>Franklin County Public Schools----- Closing Time and Due Date of Proposal</p></div><div style="width: 45%; text-align: center;"><p>RFP No. 11012023 December 15, 2023; 2:00 P.M.</p></div></div>	