



KING GEORGE COUNTY SCHOOLS, VIRGINIA

REQUEST FOR PROPOSAL

ISSUE DATE: March 1, 2016

RFP # 03302016-1400

TITLE: FIBER WIDE AREA NETWORK (WAN)/INTERNET ACCESS AND SERVICES

Sealed Proposals will be received until **2:00 PM on March 30, 2016** local prevailing time, as per the Official Purchasing Timeclock, for furnishing the services described herein. Late, facsimile and/or electronic proposals will **not** be accepted. All inquiries must be directed to:

Jamie L. Carter – Procurement Manager
Phone: (540) 775-8568 Fax: (540) 775-7692
E-Mail: jcarter@co.kinggeorge.state.va.us

PROPOSALS MUST BE MARKED AS FOLLOWS ON THE OUTERMOST DELIVERY PACKAGING, AND DELIVERED TO:

King George County Procurement Manager
10459 Courthouse Drive, Suite 201
King George, VA 22485
RFP #03302016-1400

Offeror's Name and Address must also be noted on the outside of the delivery container.

King George County Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4310 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Manager as soon as possible.

Name and Address of Firm/Individual Submitting Proposal:

_____ **Date:** _____

_____ **By:** _____
Signature In Ink (Preferably Blue Ink)

_____ Print/Type

Telephone: _____

Fax: _____

Virginia State Corporation Commission No.

E-mail Address _____

Questions: All questions must be submitted in writing directly to the King George County Procurement Manager at the address referenced above. Questions will be accepted until 1:00 PM, March 17, 2016. Questions may be sent by fax or email.

DO NOT RETURN ALL PAGES OF THIS RFP PACKAGE – SEE SECTION 2.7 & 2.8

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This Request for Proposals (RFP) plus the resulting contract shall be consistent with and governed by the King George County Purchasing Ordinance and has been prepared in accordance with the Virginia Public Procurement Act.

This section of the RFP sets forth general information for all potential Offerors to assist in the preparation of proposals for the goods/services identified in this RFP. The proposal submission requirements are addressed in Section 2 of this RFP. King George County Schools' process for selecting the best proposal and developing a contract are summarized in Section 3. The requirements and processes set forth therein shall be binding on all Offerors.

1.1 PURPOSE OF THE REQUEST:

King George County Schools, Virginia, a political subdivision of the Commonwealth of Virginia and a body politic, (KGCS), desires to engage the services of qualified firms to provide King George County Schools WAN/Internet as further detailed below.

This Request for Proposal (RFP) is part of a competitive procurement process that allows KGCS to obtain the best value and also provides interested Offerors a fair opportunity for their services and capabilities to be duly considered.

KGCS intends to enter into a contract with the selected Offeror(s) using its standard Goods and Services Agreement. A sample Goods and Services Agreement is attached to this Request for Proposals as Attachment B.

The contents of the proposal submitted by the successful Offeror, this RFP and all modifications made thereof, will become part of any contract awarded as a result of this solicitation.

For ease of reference, each individual/organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Contractor".

1.2 COMPETITION INTENDED

It is KGCS' intent that this Request for Proposal (RFP) permit competition. It shall be the Offeror's responsibility to advise the King George County (KGC) Procurement Manager in writing if any language, requirement, scope of work, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification shall be received by the KGC Procurement Manager not later than 12:00 PM on March 7, 2016.

1.3 CONTRACT TERM:

A contract will be awarded for an initial 36-month period (July 1, 2016 – June 30, 2019) contingent upon approval of E-rate funding availability on an annual basis, with the school system having the option of two one year extensions July 1, 2019 to June 30, 2020 and July 1, 2020 to June 30, 2021. King George County Schools will exercise options at their discretion provided pricing remains the same as originally agreed upon, Vendor continues to meet all other requirements, the school system continues to be funded through the E-rate program, and when executing the Options does not violate bid laws or E-rate guidelines.

1.4 PRE-PROPOSAL MEETING/SITE VISIT:

Facilities Site Visit: An escorted facilities site visit will be conducted on March 11, 2016 beginning at 9:00 am. Interested individuals to gather at the School Board Office, 9100 St. Anthony's Road, King George, VA 22485, no later than 9:00 am. **Un-escorted site visits are not permitted.**

1.5 QUALIFICATION REQUIREMENTS: *Please refer to Attachment A.*

All individuals/firms submitting proposals must be authorized as required by law to transact business in the Commonwealth. The Offeror's Authorization to Transact Business in the Commonwealth number (SCC #) issued by the Commonwealth of Virginia State Corporation Commission shall be noted on Page 1 of this RFP and included with the proposal submission. Proposals submitted without proof of Authorization, or without a noted exemption from the Virginia State requirement will be rejected. All Authorization to Transact Business in the Commonwealth numbers and exemptions will be confirmed by the Procurement Manager prior to proposal distribution.

1.6 SCOPE OF WORK/SERVICES:

The Scope of Work/Services is attached to this RFP as Attachment A.

1.7 COST:

A fixed, firm price, cost proposal shall be provided with the proposal. Cost proposal shall cover all work detailed in this RFP, and be a firm fixed price for the initial contract period. Price adjustments for each renewal term shall be negotiated no less than sixty (60) days prior to the start of any renewal period.

1.8 PROJECT SCHEDULE:

Offeror shall include a proposed project schedule with his/her proposal. This will be a factor in the award decision.

1.9 **QUESTIONS:**

Questions concerning general and/or technical details of the work, or this RFP, shall be submitted in writing (email, fax, USPS, or mail delivery service) to:

Jamie Carter - Procurement Manager

King George County

10459 Courthouse Dr., Suite 201

King George, VA 22485

(540) 775-1657

(540) 775-7692 (fax)

Email: jcarter@co.kinggeorge.state.va.us

Potential Offerors are required to submit any and all questions in writing directly to the KGC Procurement Manager at the address referenced above no later than 1:00 PM, March 17, 2016. **Written responses, including the questions, will be provided to all Offerors via an official Addendum.** Questions may be sent by fax or email.

1.10 **DECISION NOT TO RESPOND:**

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. KGCS is very interested in learning whether issues with the solicitation process have discouraged responses, or whether there are other reasons.

Accordingly, if your firm elects not to submit a proposal, we ask that you return Page 1 of the RFP (by fax or USPS) with a statement as to why you are unable or unwilling to respond.

1.11 **AWARD OF AGREEMENT:**

KGCS, in its sole opinion, reserves the right to reject any or all proposals, to waive informalities and to negotiate an Agreement with the selected Offeror. KGCS reserves the right, in its sole opinion, to reject any proposal it believes would not be in its best interest.

1.12 **TERMINATION:**

Subject to the provisions below, the Contract may be terminated by KGCS upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of KGCS until said work, goods, or services are completed and accepted.

A. **Termination for Convenience:**

KGCS may terminate the resulting Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. **Termination for Cause:**

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

1) **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:**

If funds are not appropriated or otherwise made available to support continuation of the performance of the Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred under the Contract.

1.13 CONTRACTUAL DISPUTES:

The Contractor shall give written notice to the KGC Procurement Manager of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the KGC Procurement Manager by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the vehicle. If the claim is not disposed of by agreement, the KGC Procurement Manager shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of KGCS' receipt of the claim.

The KGC Procurement Manager's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator and the Superintendent of Schools, or his/her designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

1.14 SEVERABILITY:

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract (Agreement) but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

1.15 EMERGENCY ORDER:

In the event of an emergency KGCS reserves the right to order the contracted services or supplies from other sources which could provide a faster delivery time.

1.16 TAXES:

This is not a tax exempt project. The CONTRACTOR, and all Sub-Contractors shall comply with applicable tax laws and regulations. The price or prices bid here shall include all federal and state, direct and indirect taxes which apply.

King George County Schools is exempt from excise taxation by virtue of exemption certificate No. 54-6001372. The KGC Procurement Manager will complete such documents as may be necessary for the CONTRACTOR to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply. This is not a tax exempt project. The CONTRACTOR, and all Sub-Contractors are comply with applicable tax laws and regulations.

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SECTION 2 PROPOSAL REQUIREMENTS

In order to be considered for selection, Offerors must submit a complete response to the RFP. All information requested, and the requirements of this RFP must be supplied in writing in order for KGCS to consider the proposal complete. **One (1) original and three (3) copies of each proposal must be submitted to the Owner.** The Offeror shall make no other distribution of the proposal.

2.1 **EFFECT OF PROPOSAL SUBMISSION:**

Submission of a proposal shall constitute an agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any agreement negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions".

By submitting a proposal, the Offeror agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for, or have to right to, cancellation of or relief from the contract because of any misunderstanding or lack of information.

KGCS shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal or expenses incurred related to subsequent inquiries or interviews for evaluation or contract negotiations. All proposals/materials submitted shall become the property of KGCS

2.2 **DUE DATE AND COPIES RETURNED:**

Proposals will be received until 2:00 PM local prevailing time, as per the Official Purchasing Timeclock, on March 30, 2016 Proposals must be received by the KGC Finance Department/Purchasing Office prior to, or by the date/time noted above. KGC/KGCS will not accept proposals after that date and time. Proposals received in the KGC Finance Department/Purchasing Office after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror.

It shall be the Offeror's responsibility to ensure his/her proposal has been received by the KGC Finance Department/Purchasing Office on or before the deadline published above. KGC and KGCS are not responsible for delays in the Postal service or other methods of delivery.

Offerors shall submit **three (3) copies** of their technical proposals with one marked "Original". Each copy of the proposal shall be bound or contained in a single volume where practical.

Offerors shall deliver sealed proposals to:

King George County Procurement Manager
10459 Courthouse Dr.
Suite 201
King George, VA 22485

No other proposal distributions by the Offeror shall be permitted.

2.2.1 **FACILITY CLOSURE:**

Due to inclement weather, or other emergency conditions, King George County may temporarily close its Administration facility. If proposals are due on a day that the KGC Administration facility is closed, proposals will be considered due at the same time on the next business day the facility is open to the public. During inclement weather, KGC facility closures are posted on the Web at <http://Fredericksburg.com>, or call (540) 775-9181.

2.3 **CONFLICTS OF INTEREST:**

This solicitation is subject to the provisions of Section 2.2-3100 et seq., of the *Code of Virginia*, "the Virginia State and Local Government Conflicts of Interest Act". No member of the King George County Board of Supervisors, King George County Economic Development Authority, King George County Service Authority, or any employee of King George County, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a sub-contractor in connection with any bid or proposal, or have a personal interest therein, as defined by *Code of Virginia*.

2.4 **COLLUSION:**

All submitted proposals shall be made without collusion or fraud. This includes a prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards.

2.5 **OWNERSHIP:**

KGCS requires all Offerors submitting proposals to indicate their form of organization and current principal place of business.

2.6 CONFIDENTIALITY:

Proprietary information that is submitted must be clearly identified as such at the time of submission (*The Virginia Freedom of Information Act –FOIA- § 2.2-3700 et. seq. of the Code of Virginia.*) Offerors must invoke this protection by written request, and identify the specific area or scope of data or other materials to be protected and state the reasons why protection is needed. Proprietary information, if any, shall be clearly identified as such within the submittal and should be easily segregated from other portions of the proposal; pricing and other material portions of the proposal will not be considered proprietary. The entire proposal cannot be protected, only that information that is considered proprietary or trade secrets.

2.7 STATEMENT OF QUALIFICATIONS SUBMITTAL CONTENTS:

Offerors shall submit one (1) original and three (3) copies of their Proposal (Statements of Interest and Qualifications, and price proposal) with one marked "Original". Proposals should be as thorough and detailed as possible so that KGCS may properly evaluate the Offeror's capabilities to provide the required goods/services. Proposals shall be submitted on 8-1/2" x 11" paper, and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. Each Offeror's proposal **shall be** organized in the sequence outlined in Section 2.8 of this RFP.

The proposal content shall not exceed forty (40) pages (front and back), including the cover letter. Proposals in excess of forty (40) pages (section dividers, requested certification(s), and W9 forms **will not** count towards the forty (40) page limit) shall be deemed non-responsive and shall not be reviewed.

A letter from each proposed sub-consultant committing to work on the project team shall also be submitted with the proposal (these letters **will not** count towards the forty (40) page limit).

All proposals shall be signed by an officer or employee authorized to bind the firm contractually.

Page 1 of this RFP must be completed and submitted with your proposal.

2.8 PROPOSAL FORMAT INSTRUCTIONS:

KGCS is not responsible for failure to locate, consider and evaluate qualification factors presented outside of the format identified below. Proposals that do not meet the KGCS proposal submittal guidelines listed below may be excluded from the evaluation process.

KGCS will utilize the evaluation process and selection criteria described in Section 3 of this RFP. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections:

A. **Page 1 of this RFP:**

Page 1 of this RFP must be completed and included with the proposal.

B. **Cover Letter:**

The cover letter shall confirm the Offeror's understanding of this RFP, and has a general understanding of the work. The cover letter shall also clearly identify the work the submission is for.

C. **Project team overview:** The overview shall include a description of the personnel and consultant(s), if any, to be assigned to the project, their duties and the office location of personnel and consultants. The project team overview shall indicate the office location where management of the project will occur and the location from which the majority of the staff resources will be provided.

D. **Resumes:** Resumes of key personnel for the firm and the consultant(s) to be assigned to the project. A maximum of one (1) page per individual resume.

E. **Organizational chart.** The project team organizational chart shall indicate the project manager.

F. Description of the firm's capabilities and any other consultant's capabilities (maximum of three [3] pages).

G. Recent relevant projects performed by individuals who will be assigned to work this project, with project locations, and original and final engineering costs; and, names, titles and phone numbers of contact persons. Include at least five (5) municipal references.

H. Demonstrated capacity to effectively control project costs and accomplish work in a timely manner. Describe the organizational structure and project approach that will be used to manage and design projects.

I. **References:**

Provide the current name, address, and telephone number of a minimum of three (3) references the Offeror has served in a similar capacity either currently or in the past three (3) years that are similar in size and scope to the requirements of this RFP. Indicate the Scope of Services provided to each reference.

J. Each Offeror shall submit proof Authority to Conduct Business in the Commonwealth (SCC Identification Number). All SCC Identification numbers will be verified by the Procurement Manager prior to proposal acceptance and consideration for award.

K. **Attachment C** – MUST be completed and returned with the proposal for consideration. Any proposals submitted without this form will be rejected.

L. **W-9 Form:**

Each Offeror shall submit a completed W-9 form with their proposal in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

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SECTION 3 SELECTION OF CONTRACTOR

This section of the RFP outlines KGCS' process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

3.1 APPROVING AUTHORITY:

The approving authority for this RFP is King George County Schools, Virginia.

3.2 SELECTION COMMITTEE:

KGCS will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of an Offeror to the King George County School Board.

3.3 INTERVIEW:

Based on the results of proposal evaluation by the Selection Committee, the highest rated Offerors may be invited by the KGC Procurement Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror. There is no specified number of Offerors that may be selected for interview.

Interviews will be conducted in a location selected by KGCS as provided by law.

Presentations by the selected Offerors during the interviews shall not exceed thirty (30) minutes in length, followed by a question/answer period not to exceed thirty (30) minutes in length. The selected Offerors may use any presentation method deemed by the Offeror to be most effective.

3.4 BASIS FOR AWARD:

The Selection Committee will base its award recommendation on the "Evaluation Criteria" set forth in this RFP.

The Award will be made to the responsible Offeror whose proposal, interview and resulting contract conforms to this solicitation and is most advantageous to KGCS, price and other factors considered. If KGCS is unable to come to agreement with the highest ranked Offeror during negotiations, the negotiations will be terminated and the Offeror ranked second shall be selected for negotiations. This process will be followed until a contract satisfactory to KGCS can be made.

Should KGCS determine in writing, and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3.5 EVALUATION CRITERIA:

The Selection Committee will base its initial and final evaluation on the following criteria:

<u>Maximum Points</u>	<u>Evaluation Criteria</u>
20	Offeror's relevant experience, qualifications, and track record in providing the goods/services outlined in this RFP
25	Offeror's references from other customers with requirements similar to those of King George County Schools.
15	Offeror's knowledge of the facilities/work to be covered under this contract and experience working with the King George County Schools.
30	Offeror's financial price proposal and relevant terms including discounts, service charges, hourly rates, and overall cost
<u>10</u> 100	The flexibility of services and the outline of proposal

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit additional clarification and/or supplementary information, in a timely manner, when so requested. KGCS reserves the right to request submission of additional information from selected firms after initial review of their proposals.

The KGC Procurement Manager may arrange for discussion with Offerors submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the Offeror's physical premise prior to making a final selection.

After review and evaluation, and based on its sole discretion, KGCS reserves the right to reject any or all proposals received in response to this request and will not

compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

3.6 OWNERSHIP OF DOCUMENTS:

The Offeror shall provide KGCS with documents bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with KGCS' word processing and AutoCAD hardware and software.

All documents, including computer disks, submitted in response to this solicitation shall become the property of KGCS. All documents, including computer disks, prepared in conjunction with, and relating to, the work detailed in this solicitation and resulting contract shall become the property of KGCS upon final payment of all fees to the Contractor as forth for in the contract.

3.7 PRIME CONTRACTOR:

The successful Offeror (Contractor) shall assume full responsibility for the complete effort as required by this RFP. The selected Offeror shall be the sole point of contact for KGCS with regard to all contractual responsibilities.

3.8 CONTRACT DEVELOPMENT:

Once an Offeror is tentatively selected based on the "Evaluation Criteria" detailed in this solicitation, KGCS reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, KGCS may propose, in writing, a contract that amends the scope of the RFP or the Offeror's proposal prior to signing the contract. At the same time, this RFP and the Offeror's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, any addenda, and the Offeror's proposal submission in response thereto, and any amendments, shall constitute the whole agreement between the parties.

If a satisfactory proposed contract cannot be negotiated with the highest ranked Offeror, negotiations will be terminated. Negotiations shall then be undertaken with the Offeror rated second most qualified and so on until an agreement is reached with an Offeror.

3.9 STANDARD CONTRACT FOR GOODS/SERVICES:

Absent legal requirements, the award will be governed by the "Standard Goods/Services Agreement" for this work. A sample Agreement is attached to this RFP as Attachment B.

Specific obligations of each party will be identified in the executed contract

3.10 NOTICE TO PROCEED/PURCHASE ORDER:

A Notice to Proceed will be enclosed with the resulting, executed contract.

A purchase order may be enclosed with the resulting executed contract or may be issued shortly thereafter. The purchase order will form an integral part of the resulting contract. The purchase order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals.

However, the purchase order does not supersede any provisions of the resulting executed contract. Performance time and dates are determined solely by the Contract and any modification thereto.

3.11 ACCEPTANCE, INVOICING, AND PAYMENT:

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the product or service is approved as acceptable by KGCS.

The Contractor shall submit invoices detailing the goods/services received/performed and completed to KGCS. The invoice submittal shall provide sufficient information to justify the invoiced amount. Invoices that, in KGCS' sole opinion, do not clearly detail services provided and completed shall be returned to the Contractor.

The Contractor's invoice shall cite the appropriate King George County purchase order and contract numbers.

KGCS will make payment to the Contractor, net forty-five (45) days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services as verified by KGCS.

3.12 INSURANCE:

The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs and those required under the Commonwealth of Virginia statutory requirements. The Offeror's proposal shall clearly describe any desired exceptions to the insurance coverage required.

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.

- B. The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days prior to work beginning. These certified copies will be sent to the KGC Procurement Manager from the Contractor's insurance agent or representative. Certificates of Insurance submitted to the KGC Procurement Manager shall have the corresponding Contract/Agreement number noted on them.
- C. The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:
- 1) Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.
 - 2) General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of KGCS, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.
 - 3) Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or his/her subcontractors in the performance of the work. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.
 - 4) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County Procurement Manager before a contract is executed and any work is started.

- D. The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to KGCS on request.
- E. No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to KGC Procurement Manager. The Contractor shall furnish the KGC Procurement Manager a new prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to KGC Procurement Manager.
- F. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, KGCS shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to KGCS for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- G. Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.
- H. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude KGCS from supervising and/or inspecting the work as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.
- I. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and KGCS. The Contractor shall be as fully responsible to KGCS for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
- J. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- K. The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- L. King George County Schools shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

3.13 NONDISCRIMINATION (CONTRACTOR):

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

- A. The Contractor will not discriminate against any employee or applicant or employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination 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.
- D. 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 sub-contractor or vendor.
- E. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- F. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

3.14 CERTIFICATION OF AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH:

A Contractor organized as a stock or non-stock 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 or as otherwise required by law.

If your authority to transact business is revoked or cancelled at any time during the term of this contract the County may void any and all agreements and/or contracts at any time without notice, set-off or recourse.

I certify that _____ is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code: **Yes/No**

CONTRACTOR'S identification number issued by the SCC: _____

If you assert that your entity is not required to have such state authorization, state your exception/exemption: _____

3.15 CERTIFICATION REGARDING SEX OFFENSES:

CONTRACTOR shall provide written certification that states all employees and subcontractors who provide goods and services to KGCSS that may 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 other offense involving the sexual molestation or physical or sexual abuse or rape of a child. The attached Certification Form (Attachment C) shall be completed and submitted with the bid/proposal. Bids/Proposals submitted without a completed Certification Form (Attachment C) will be rejected as not responsive and not considered for award.

King George County Schools WAN/Internet RFP:

The primary goal of this RFP is to secure the most reliable, efficient, and cost effective WAN, Internet access service for students and teachers in King George County Schools and remain in compliance with all rules, regulations, filing and application procedures and deadlines of the Universal Service Administrative Company, Schools and Libraries Division. Cost will be the primary factor but not the only factor in the selection of the Vendor.

King George County Schools is accepting bids for a Fiber Wide Area Network (WAN) to connect two school sites and administrative offices. Bids may also include other WAN technologies if fiber proves to be non-cost effective; however, bids which contain fiber as the primary WAN technology will be preferred. The bid should also include a minimum 250MB of Internet Access, and the proposal should list options to increase internet bandwidth to 500MB and 1GB. Vendors may bid on one or all requests of the RFP.

King George County Schools will also consider Dark Fiber lease and Dark Fiber lease-to-own options specified in Attachments 1, 3 and 4. Bids for fiber purchase will also be considered. Bidders are encouraged to offer installment options for fiber purchase of three or four years.

For Dark Fiber lease and fiber purchase, bidders must estimate annual maintenance costs and outage repair estimates.

A contract will be awarded for an initial 36-month period (July 1, 2016 – June 30, 2019) contingent upon approval of E-rate funding availability on an annual basis, with the school system having the option of two one year extensions July 1, 2019 to June 30, 2020 and July 1, 2020 to June 30, 2021. King George County Schools will exercise options at their discretion provided pricing remains the same as originally agreed upon, Vendor continues to meet all other requirements, the school system continues to be funded through the E-rate program, and when executing the Options does not violate bid laws or E-rate guidelines.

In connection with the execution of this contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

Specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, Offerors catalog numbers, etc., is intended to set quality standards and does not exclude bids from others as long as quality standards are met. Pictures, descriptions, and specifications shall accompany all bids.

It will be the responsibility of the Vendor to secure all permits, right of ways and permissions of cell/water tower and pole owners in order to deliver connectivity to each segment requested.

Vendor Qualifications \ Responsibilities:

In the best interest of King George County Schools, a minimum set of qualifications is required from each participating Vendor. The possession of these qualifications will ensure that King George County Schools receives efficient, reliable, and professional service. Preference will be given to Vendors with the most experience in WAN/Internet

operations within a K-12 educational environment. King George County Schools reserves the right to reject any and all proposals, and also reserves the right to award the contract in a manner that is in the best interests of King George County Schools and the King George County Board of Education.

Vendors wishing to submit a response to this RFP must meet, at a minimum, but, not limited to, the following requirements and submit proof of meeting these requirements with bid submissions.

Any bid received that is incomplete, late, or otherwise incorrect, as per the instructions in this RFP, will be excluded from consideration in the bid process.

Vendor must maintain eligibility to participate as a service provider in the E-Rate program through the term of the contract.

Vendor must meet USAC requirements for telecommunications provider, or internet service provider, or service provider, as applicable, for the term of the contract.

Vendor must maintain "Green Light" status with the Federal Communications Commission (FCC) for the term of the contract. If the Vendor receives a "Red Light" status with the FCC during the term of the contract, the Vendor must notify King George County Schools of the situation.

Vendor must have a Telecommunications Provider SPIN designation if bidding Telecommunications services.

Vendor must have at least three years' experience in implementation and support of WAN/Internet Bandwidth operations in a K-12 environment in Virginia.

All Vendors submitting a bid are responsible for understanding USAC and FCC E-Rate eligibility rules and are required to identify any costs, fees, products, or proposed uses that do meet the rules of eligibility for E-Rate funding and should be filed as ineligible fees/charges.

Vendor must have employed on staff, a minimum of two Cisco Certified Networking Professionals (CCNP) or equivalent.

To ensure prompt response time, Vendor must have offices located in the State of Virginia within 175 miles of the King George County School Board Office.

Vendor must be able to provide remote support of the entire system.

Vendor must insure that any disruption of service whether by fiber cuts or equipment failure is restored within 24 hours of the service disruption.

Vendor must be able to provide on-site maintenance using experienced and qualified personnel.

Vendor must provide a network diagram and description of the network design including transport speeds between each location.

Vendor must submit at least three references from K-12 schools who can verify successful completion of similar projects (WAN\Internet).

Vendor must provide a toll free number for technical support, as a minimum, Monday through Friday, 7:00 am to 5:00 pm.

Vendor must provide a transition\implementation plan clearly defining and describing the activities and timelines necessary to complete implementation of each of the services (WAN, Internet) at all of the requested sites. If the vendor cannot meet the June 15 service turn-up date, the vendor will work with the current vendor to provide and pay for continuing service until the vendors' service is activated.

It is understood that, except as otherwise specifically stated in this RFP, the Vendor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Licenses necessary for the execution of the work shall be secured and paid for by the Vendor.

The Vendor shall protect all buildings, furniture, equipment, personal items, trees, shrubs, lawns and all landscaping on school property from damage. Any damaged property shall be repaired or replaced at the Vendor's expense. Labor shall include all restoration (leveling, sodding) of grounds broken up during the installation of this network.

The Vendor and his representatives shall follow all applicable school district regulations while on King George County Schools' property, including the no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless permission is given by the Principal or person in charge. All Vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with the Vendor's logo clearly visible.

Vendor must maintain compliance with the specifications of this bid throughout the life of any awarded contract.

INSTRUCTIONS TO BIDDERS

A. INTENT: It's KGCS's intent to enter into a goods and services agreement with the offeror(s). The initial term of the agreement will be for three (3) years with an option to renew for two (2) additional one year periods. The agreement's first term will be effective after School Board approval on July 1, 2016.

B. E-RATE PROGRAM: KGCS participates in the Universal Service Program, otherwise referred to as the E-Rate program created as part of the Federal Telecommunications Act of 1996, headed by the Schools and Libraries Division. This program is designed to ensure that all eligible schools and libraries in the United States have affordable access to modern telecommunications and information services. All or part of the services you provide under this contract must qualify for the E-Rate program.

Offeror must acquire or have acquired a “**Service Provider Information Number**” (**SPIN**) from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company. For further information, go to the SLD website: www.sl.universalservice.org

- C. QUALIFICATIONS OF BIDDER:** Bidders shall have a minimum of three (3) years' experience designing and installing systems or services of similar size and scope as those covered by this RFP. The bidder shall provide a minimum of three (3) references for those installations including two (2) installed systems that have been in continuous and satisfactory operation for at least three (3) years. The Bidder shall submit as proof, supporting documentation including names, addresses and telephone numbers of the personnel who can be contacted regarding the installed systems or services.
- D. QUALIFICATIONS OF PERSONNEL:** Installation personnel shall have a minimum of three (3) years' experience in the installation of network equipment to include switches, firewalls and routers. Technicians shall have been trained and experienced on the specific equipment to be used. The Bidder shall submit as proof, supporting documentation of name, time employed by the Vendor, and a list of training and experience of actual personnel assigned to perform the services of this RFP.
- E. SITE ADDITIONS/DELETIONS:** KGCS reserves the right to add sites, upgrade service at sites, or delete service from sites as it deems in its' best interest.
- F. TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the purchase order number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- G. VENDOR SERVICE REPRESENTATIVE:** The bidder must submit with his bid proposal the name, address, phone number and fax number of the person(s) to be contacted for questions, the placement of an order and/or the coordination of services.
- H. SERVICE REQUIREMENTS:** KGCS is in need of Managed Wide Area Network Services to connect two or three District school sites. If these requirements change in the future, KGCS reserves the right to upgrade service beyond these stated requirements and negotiate mutually agreeable pricing with the awarded contractor(s).
- I. INTERNET CONNECTIVITY:** KGCS is in need of Dedicated Broadband Internet access from the demark located at 9100 St. Anthony's Road, King George, VA, 22485. Currently KGCS purchases 250 Mb of Bandwidth from Metrocast. The vendor providing internet access must also provide 30 IP addresses for the division to use outside of the divisions network. Bidder must include Palo Alto PA3020 configuration charges if IP addresses are different than current provided IP addresses in their bid.
- J. WARRANTIES:** A minimum three (3) year warranty shall apply to all contractor furnished and installed parts, materials, supplies, and/or equipment excluding

wiring. Wiring, both copper and fiber, will carry a five (5) year warranty. The warranty shall cover the cost of any and all parts, materials, supplies, and/or equipment as well as related labor required to return the system to its proper working condition. Parts pricing will be charged on a cost + or discount percentage off basis. Contractor must agree to provide KGCS during the term of this contract current parts price lists.

K. PERFORMANCE MEASUREMENT: To ensure that the customer satisfaction rate is 98% or better, KGCS shall perform periodic random samplings of the customers of KGCS through a web survey. The awarded contractor(s) will be asked to commit to an acceptable response and turnaround time as a performance parameter to this agreement. Contractor will be audited during the contract to confirm that performance commitments are being met.

L. SERVICE LEVEL STIPULATIONS: Bidder will include in their proposal a written response to the items as listed below:

1. Bidder shall describe the Network Operations Center (NOC) that will support KGCS's network. Description shall include location, hours of operation, what trouble ticket software is utilized, and at what priority level of service (including level of entry) KGCS support calls (by phone, e-mail, or web) will be handled as vs. other NOC customers.
2. Bidder shall describe what system they propose to use for KGCS's service change requests and/or request for information as to the status of KGCS's network operations.
3. Bidder shall describe any provisions for Quality of Service (QOS) to be provided. These QOS provisions should include, but not be limited to, connections and applications (voice, data and video).
4. Bidder shall provide documentation of personnel qualifications that will be providing the services under this contract to include Project Management Engineers and Technicians.
5. Bidder shall provide router/modem switches and devices that are current and supported by the Vendor. (At no time will KGCS accept or allow the awarded contractor to install end of life hardware or software). All Vendor supplied devices must be configurable with all devices currently on the KGCS WAN
6. Bidder shall describe their SNMP and TFTP access for KGCS technical personnel.
7. Bidder shall describe KGC's access to current and historical utilization reports.
8. Bidder shall describe their Access list and QOS functionality management.
9. Bidder MUST include a network diagram.

10. Bidder must describe their monthly reporting capabilities which at a minimum should include a report for each site containing network jitter, latency and packet loss.
11. Bidder shall provide a detailed Service Level Agreement for KGCS's network, to include uptime, response time and bandwidth throughput guarantees.
12. Bidder must describe whether scheduled bandwidth services are committed rates.
13. Bidder shall indicate what bursting margins exist for each bandwidth category.
14. Bidder shall provide a list of other networks that they currently manage similar to KGCS's in size and scope.

Bid Specifications

Wide Area Network (WAN)

Provide leased WAN to connect all segmented schools listed in Attachment 1. Bids should include options for full duplex, 10GB connectivity speeds. The Vendor must also provide Layer 3 routing and Quality of Service (QoS) throughout the WAN segments to ensure highly reliable VOIP, data and video. If a fiber optic WAN is not cost effective, the Vendor may propose an alternate solution that will provide Full Duplex Service to the listed sites at 10GB. The Vendor may also propose a lease to own option.

- Segment 1 KGCS WAN to Sealston Elementary School
- Segment 2 KGCS WAN to Potomac Elementary School

Internet Access

Provide leased internet access services with 250MB connection to the internet, which will be shared between all King George County Schools' locations, with list pricing options for increasing bandwidth to 500MB and 1GB. Vendor must provide a centralized access point to the Internet at the King George County Board Office building located at 9100 St Anthony's Road, King George VA and then distribute access to education facilities through the KGCS WAN and to a Vendors leased WAN.

Availability of Services:

The Vendor should be prepared to guarantee the availability of all services (Internet and WAN) at 98% as calculated by the following formula:

$$\frac{(\text{Hours in a day}) \times (\text{days in a month}) \times (\text{number of sites}) - (\text{outage time in hours})}{(\text{Hours in a day}) \times (\text{days in a month}) \times (\text{number of sites})}$$

The Vendor should also be prepared to guarantee the throughput of the network meets the quoted rate, taking into account normal network overhead, 98% of the time. Vendor must propose and King George County Schools must agree upon a throughput

measurement tool to measure and ensure compliance with this requirement. The Vendor will be required to provide bi-monthly reports and ad hoc reports, as needed, to King George County Schools to enable them to assess network usage trends. Payment will not be made by the customer for network outage time that exceeds 2 percent on a per site basis.

System and services must be installed, tested, and fully operational to all specified sites at by 7:00 am, June 16, 2016. If the system is not operational by that time, the Vendor must provide alternative connectivity to all specified locations at the Vendor's cost. King George County Schools reserves the right to terminate the contract and reward services to the next qualified Vendor if the system and services are not available at the time and date specified above.

Service activation must be transparent and any down time required to activate the system and services must be approved by King George County Schools.

The Vendor must provide documentation on the resources they will use to manage monitor, and repair equipment and infrastructure at all locations.

King George County Schools reserves the right to cancel the contract with the Vendor for nonperformance at any time during the contract period. Nonperformance includes but is not limited to failure to supply good quality service, failure to provide services for the full term of the contract, installation performance, poor billing and customer service services, and failure to maintain status as an authorized representative of services.

Fiber Maintenance Services

1. *Scheduled Maintenance.* "Scheduled Maintenance" means (a) routine maintenance and repair of the applicant Fiber, Cable, and Access Points; (b) patrol of the Applicant Fiber, Cable, and Access Points on a regular basis; (c) maintenance of a "Call-Before-You-Dig" program and all required and related cable locates; (d) maintenance of sign posts, as permitted by the underlying right-of-way owner, along the subject Cable with the number of the local "Call-Before-You-Dig" organization and the "800" number for its "Call-Before-You-Dig" program if allowed by applicable state and local laws; (e) assignment of maintenance technicians and (f) periodic test of the fiber's transmit capacity without interruption of existing services. Subject to the other provisions contained in this Agreement, (Offeror) shall maintain (or cause to be maintained) any hut, collocation facility, or other structure used to house Applicant's Access Points, other than Applicant's equipment, materials, and facilities or other Applicant property.
2. *Unscheduled Maintenance.* "Unscheduled Maintenance" means non-routine maintenance, emergency repair, and restoration of the Applicant Fiber, Cable, Fibers, and Access Points not included in Scheduled Maintenance, namely, (a) "Emergency Unscheduled Maintenance" to repair and restore the Applicant Fiber and Cable in response to an alarm identification by either Party's OC (as defined below), notification by Applicant, or notification by any third Party of any imminent failure, interruption, or impairment in the operation of the

Applicant Fiber or Cable, or to prevent failure, interruption or impairment of the Applicant Fiber or Cable in response to any event imminently likely to cause such failure, interruption, or impairment; and (b) Non-emergency Unscheduled Maintenance in response to any potential (although not imminent) service-affecting situation to prevent any failure, interruption, or impairment of the operation of the subject Cable, Fibers, or Access Point.

3. *Applicant Equipment. Applicant has exclusive control and responsibility to install, test, inspect, maintain, and repair all of its own equipment. Subject to the other provisions contained in this Agreement, the Maintenance Services hereunder shall not include maintenance, repair, or replacement of Applicant's optronics, electronics, optical or electrical equipment, or materials, facilities, or other equipment used by Applicant in connection with its use of the Applicant Fiber and Access Points. (Offeror) shall not be liable for any loss or damage attributable to any equipment of Applicant which malfunctions or is not installed, tested or maintained properly by Applicant.*

MAINTENANCE CHARGES.

1. Annual Charge for Scheduled Maintenance. Applicant shall pay to (Offeror) for the provision of Schedule Maintenance hereunder, an annual maintenance charge ("Annual Maintenance Charge") of one hundred seventy-five dollars (\$175.00) per route mile of Applicant Fiber. The aggregate Annual Maintenance Charge for Scheduled Maintenance applicable to the Applicant Fiber and its total Annual Maintenance Charge for all Route Segments is set forth in Exhibit A. The Annual Maintenance Charge shall be based exclusively on route miles of Fiber, and shall be irrespective of the number of Fibers Applicant has in any particular Route Segment.

2. Invoices. (Offeror) shall invoice Annual Maintenance Charge on an annual basis, and Applicant shall pay the Annual Maintenance Charges set forth in the invoice within thirty (30) days of its receipt thereof.

3. Periodic Review. The price of the Annual Maintenance Charge is set for the first (5) five years with adjustment permitted on the fifth anniversary to reflect changes in the Consumer Price Index for all urban consumers (CPI-U), with the total adjustment reflecting the increase for each of the previous five (5) years. After the first five (5) years, the Annual Maintenance Charge may be increased on the third anniversary of any Renewal Term to reflect any changes in the CPI-U for each of the previous three (3) years.

4. Costs for Unscheduled Maintenance. The Parties agree that Annual Maintenance Charge does not cover restoration and/or emergency repair services (other than routine repair services) included within Unscheduled Maintenance, Fiber relocation, and other services not included within Scheduled Maintenance. Each Party shall be responsible for its pro rata share of these restoration and/or emergency repair costs based on the ratio of each Party's Fibers in the particular Route Segment to the total number of Fibers in that Route Segment. For its share of any costs and expenses incurred for the restoration and/or emergency repairs, Applicant shall pay the charges set forth in an invoice from (Offeror) within thirty (30)

days of its receipt thereof. Notwithstanding the foregoing, in the event that the need for restoration and/or emergency repair becomes necessary as a result of a Party's, its agent's, or its customer's negligence or willful misconduct, that Party shall be responsible for the entire restoration and/or emergency repair costs. In the event that the need for restoration and/or emergency repair becomes necessary as a result of the negligence or willful misconduct of a third party, (Offeror) shall take reasonable action to collect the costs thereof from such third party, which shall, to the extent collected, offset each Party's share of the costs for the restoration and/or emergency repair on a pro rata basis.

5. Expenses. (Offeror) is responsible for professional travel, meals, lodging, and such other expenses as it may incur ("Expenses") in performance of Scheduled Maintenance. Expenses incurred by (Offeror) in connection with Unscheduled Maintenance including restoration and emergency repair activities, shall be allocated and may be invoiced by (Offeror) as provided in Section 3.5.

MAINTENANCE SPECIFICATIONS AND REQUIREMENTS.

1. (Offeror) Operations Center. (Offeror) shall itself or through a third party, operate and maintain an Operations Center ("OC") and have trained staff available twenty-four (24) hours a day, seven (7) days a week. (Offeror) shall have a maintenance employee or contractor available for dispatch twenty-four (24) hours a day, seven (7) days a week.

Scheduling; Response Parameters and Requirements.

a. (Offeror) shall respond to any notice of any failure of the Applicant Fibers to be in accordance with the Fiber Specifications, whether or not causing any interruption of Applicant's use thereof (an "Outage"), as quickly as reasonably possible (allowing for reasonable delays caused by circumstances beyond (Offeror)'s reasonable control) in accordance with the procedures of this Section 4, and, in any event, (Offeror) will use reasonable efforts to have a maintenance employee at the site requiring Emergency Unscheduled Maintenance activity for which it is responsible within two (2) hours after the time (Offeror) becomes aware of an event requiring such Emergency Unscheduled Maintenance. (Offeror) will restore the Applicant Fibers and the connections on the same priority as other communications services within (Offeror)'s service area; however, (Offeror) shall have no liability to Applicant in the event (Offeror) or the underlying Grantor for the Route Segment is unable, due to the demands of restoring other priority services in that Grantor's service area, to comply with the timelines set forth in this agreement.

b. Applicant shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with (Offeror)'s ability to perform its obligations under this Agreement.

c. (Offeror) shall use reasonable efforts to remedy any problems related to the Applicant Fiber, Cable or Access Points as quickly as possible, except that restoration of open fibers on fiber strands among the Applicant Fiber not immediately required for service shall be completed in a mutually agreed upon

manner and on a mutually agreed upon schedule. If any Applicant Fiber is not being utilized by Applicant, repairs may be scheduled for the next available Planned System Work Period ("PSWP"), which is a pre-arranged period of time reserved for performing certain work on the subject Cable that may potentially impact Applicant's communications traffic. If, at any time, it becomes apparent that an Outage as to any Applicant Fiber will extend beyond eight (8) hours, a manager or officer of each Party will work together to determine a plan to restore the subject Fibers as soon as possible.

d. Major system work (including fiber rolls and hot cuts on Applicant Fiber) will be scheduled during a PSWP. Generally, this will be restricted to weekends, avoiding the first and last weekend of each month and holidays of high communications traffic.

e. In the case of any permitted rerouting activities, (Offeror) shall notify Applicant at least thirty (30) days in advance of any voluntary rerouting activities and as soon as reasonably possible in the case of any involuntary rerouting activities if the subject rerouting activities are intended to require any interruption of service by Applicant related thereto.

f. (Offeror)'s representatives responsible for initial restoration of a cut Applicant Fiber or Cable shall carry in their vehicles the appropriate equipment that would enable a temporary splice, with the objective of restoring Applicant's fiber operation as quickly as reasonably possible. (Offeror) shall maintain an inventory of spare cable in one or more storage facilities supplied and maintained by (Offeror) at strategic locations to facilitate timely restoration.

g. Each Party shall maintain sufficient capability to teleconference with the other Party during an Emergency Unscheduled Maintenance on fiber strands granted to Applicant hereunder and to provide regular communication during the repair process.

h. When correcting or repairing Cable discontinuity or damage, including in the event of Emergency Unscheduled Maintenance, (Offeror) shall use reasonable efforts to repair discontinuity having an impact on traffic within four (4) hours after (Offeror)'s maintenance employee, contractor, subcontractor or designee arrives at the problem site. To accomplish such objective, it is acknowledged that the repairs so affected may be temporary in nature. (Offeror), promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Cable and shall begin restoration efforts. (Offeror) shall splice Fibers tube by tube or ribbon by ribbon or fiber bundle by fiber bundle, rotating between tubes or ribbons operated by the separate interest holders, including Applicant, provided that lit Fibers in all buffer tubes, ribbons or fiber bundles shall have priority over any dark fibers to allow transmission systems to come back on line; and provided further that (Offeror) will continue such restoration efforts until all lit Fibers in all buffer tubes or ribbons are spliced and all traffic restored. The goal of emergency restoration splicing shall be to restore service as quickly as possible. This may require the use of some type of mechanical splice, such as the "3M Fiber Lock" to complete the temporary restoration. Within thirty-six (36) hours after completion of an Emergency Unscheduled Maintenance by (Offeror),

(Offeror) shall commence its planning for permanent repair if applicable, and shall notify Applicant of such plans and shall implement and complete such permanent repair within such thirty-six (36) hours. Permanent restorations will take place as soon as practicable.

6. Cooperation. Each Party agrees to work in a reasonably cooperative manner with the other Party to attempt to identify maintenance and repair problems in the Applicant Fiber, Cable, and Access Points. Without limiting the generality of the foregoing and in the event that any Scheduled Maintenance or Unscheduled Maintenance requires a traffic roll or reconfiguration involving the Applicant Fiber, Cable, electronic equipment or other facilities, then, upon reasonable request, the other Party shall make its personnel available as reasonably necessary to accomplish the maintenance, which personnel shall coordinate and cooperate with personnel of the other Party in performing such maintenance as required.

7. Splice Enclosures. Neither Party shall open the splice enclosure of the other Party.

8. Contractors. (Offeror) may, in its reasonable discretion, contract for its performance of the Maintenance Services hereunder provided it shall require its contractors, subcontractors, and designees to perform in accordance with requirements and procedures at least as stringent as those set forth in this Agreement. The use of any such contractors, subcontractors, or designees shall not release (Offeror) from liability for any of its obligations under this Agreement.

CONTACT INFORMATION. Each Party shall provide the other Party with the names and telephone numbers of at least three (3) agents or representatives, in the order that the other Party shall attempt to contact them to perform Unscheduled Maintenance and to report and seek initial redress of exceptions noted in the performance in meeting maintenance requirements, attached as Exhibit B, and such list of contact persons may be updated from time to time by the applicable Party. A Party shall notify the applicable representatives or agents listed on Exhibit B as soon as reasonably possible following discovery of an Unscheduled Maintenance duty hereunder.

WARRANTY OF SERVICES. (Offeror) warrants that: (i) it is in the business of providing the Maintenance Services described herein, and is able to perform the work in accordance with industry standards and will perform the agreed assignments within such times and in the form agreed to herein; (ii) its representatives (including without limitation employees, contractors, or subcontractors) who access the Applicant Fiber, Cable, Access Points, or other property, shall be qualified to perform all work in accordance with applicable requirements of local, state and federal occupational safety and health laws and prevailing industry standards; and (iii) Maintenance Services performed by a (Offeror) or its agents, employees or contractors shall be performed in a good and workmanlike manner, using good engineering practices, in accordance with applicable Law and shall be performed so as to maintain the Applicant Fiber, Cable, Access Points, and splicing related thereto in accordance with the Fiber Specifications set forth in the Dark Fiber IRU Agreement or to a higher standard. (Offeror) shall have the sole power to arrange and shall arrange in its reasonable discretion for testing, inspection, maintenance, and repair of the Applicant Fiber, Cable and Access Points

and splicing related thereto in accordance with industry standards, the Fiber Specifications, applicable Law, and this Agreement. Except as provided in and in accordance with Section (X), neither Applicant nor its agents shall rearrange, move, disconnect, remove, maintain, repair, or attempt to rearrange, move, disconnect, remove, maintain, or repair the Applicant Fiber, Cable, or Access Points except with the prior written consent of (Offeror).

FAILURE TO PROVIDE MAINTENANCE SERVICES. If at any time during the term of an IRU applicable to the Applicant Fiber, the Parties fail to renew this Agreement, or (Offeror) fails to provide Maintenance Services to Applicant as required hereunder, Applicant shall have a right of access to the Applicant Fiber, Cable and Access Points, itself or by its qualified contractors, for the purpose of performing such services on its own behalf. In such instances, Applicant's right of access under this Section 7 is conditioned upon it giving written notice of its intention to access the Applicant Fiber no less than ten (10) days prior to such event, except in cases of emergency, in which case the written notice shall be required to be given in the maximum amount of time that is reasonable under the circumstances. If (Offeror) fails to provide Maintenance Services during a Maintenance Term or Renewal Term for which Applicant has paid the Annual Maintenance Charge, upon invoice by Applicant, (Offeror) shall promptly reimburse Applicant for its costs of performing Scheduled Maintenance, and to the extent this Agreement is terminated, shall reimburse such portion of the Annual Maintenance Charge as provided in Section 4.

IMPLEMENTATION SCHEDULE: The estimated schedule for selecting and awarding this contract:

Mailing/Posting of Request for Proposals	March 1, 2016
Facilities Site Visit 9:00 A.M. SBO	March 11, 2016
Submission of Questions by Proposers	March 17, 2016, 1:00 PM
Distribution of Responses to Questions	March 19, 2016
Opening of Proposals	April 1, 2016
Evaluation of Proposals	April 1, 2016
Interviews	April 4, 2016
Recommendation to School Board for Award	April 11, 2016
School Board Approval Date	April 25, 2016
Project Completion/Test Date	June 15, 2016
First Day of Contract Service	July 1, 2016

Facilities Site Visit: An escorted facilities site visit will be conducted on March 11, 2016, beginning at 9:00 am. Interested individuals to gather at the School Board Office, 9100 St. Anthony's Road, King George, VA 22485, no later than 9:00 am.

Un-escorted site visits are not permitted.

Basis of Award:

In accordance with the guidelines of USAC, this contract will be awarded to the most cost effective provider. Price will be the primary factor, but not the sole factor, in evaluating the bids. As stated in the Vendor Qualifications, other factors of consideration will be prior experience, including past performance; personnel qualifications, including technical excellence; and management capability, including schedule compliance. Award will be made to the responsive and responsible bidder offering a proposal that is deemed the most acceptable and advantageous to King George County Schools.

The following table will be used to evaluate all proposals:

Factor	Weight
Price	30%
References	25%
Advantageous to King George County Schools	15%
Flexibility of Services and\or Plan	10%
Personnel Qualifications\Experience	20%
Total	100%

The bid will be awarded as a collective grand total and not item by item. No consideration will be given to any claims based on a lack of knowledge of existing conditions. For this reason, vendors should plan to attend the site visit prior to the vendor submitting a response to the bid.

SCHOOLS AND LIBRARIES DIVISION E-RATE PARTICIPANT WITH KING GEORGE COUNTY SCHOOL BOARD

Your signature below indicates that your company will participate in the E-Rate program with the King George County School Board following the regulations set forth by the Schools and Libraries Division (SLD). Information regarding the E-Rate program is available from the following web site: <http://www.sl.universalservice.org>

The company, by affixing this signature agrees to follow the regulations set forth by the Schools and Libraries Division.

Company Name

Address

City, State, Zip

Telephone FAX E-mail

Federal Employer Identification Number (FEIN)

Service Provider Information Number (SPIN)

Signature of Owner of Authorized Officer/Agent

Printed

Name/Title

Attachment 1: Site Addresses

King George School Board Office (SBO) Internet Service Demark

9100 St. Anthony's Road
P.O. Box 1239
King George, V A 22485
540-775-5833
fax 540-775-2165

Sealston Elementary School (SES) Segment 1

11048 Fletcher's Chapel Road
King George, VA 22485
540-775-3400
fax 540-775-9953

Potomac Elementary School (PES) Segment 2

16495 15th Street
P.O. Box 314
Dahlgren, VA 22448
540-663-3322
fax 540-663-2947

King George Middle School (Optional Connection location to KGCS WAN Segment 1)

8246 Dahlgren Road
King George, VA 22485
540-775-2331
Fax 540-775-0263

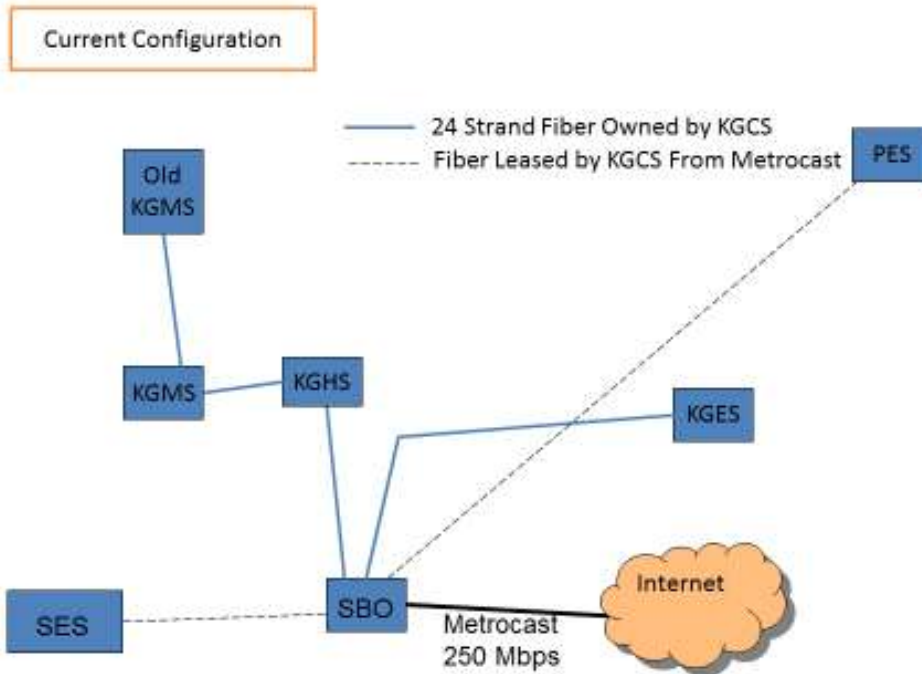
King George Elementary School (Optional Connection location to KGCS WAN Segment 2)

16495 15th Street
Dahlgren, VA 22448
540-663-3322
fax 540-663-2947

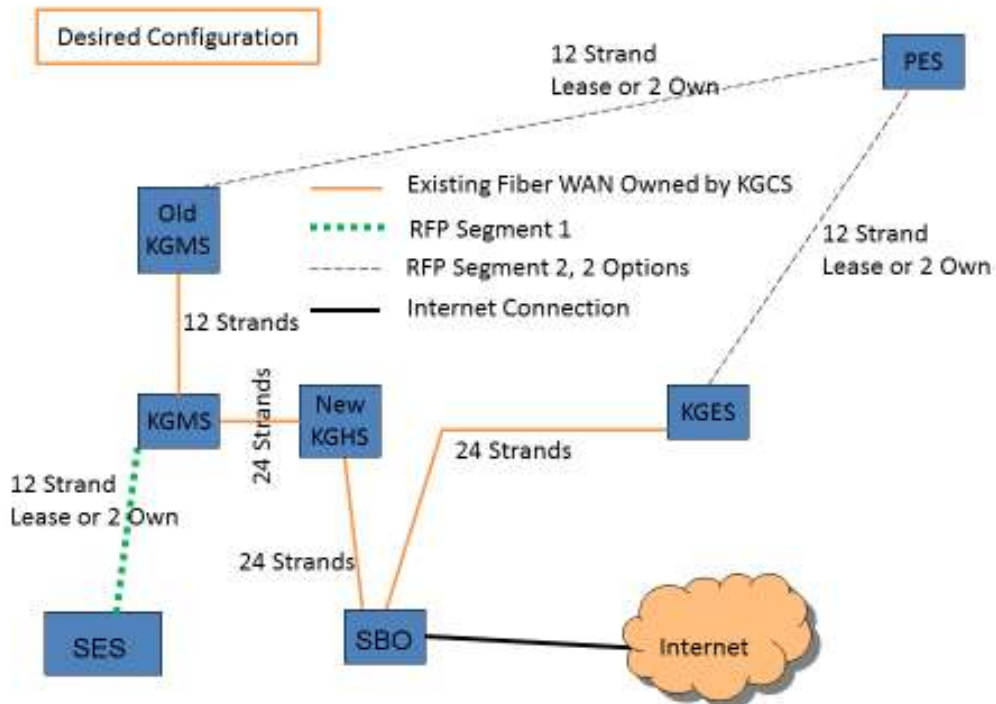
Old King George Middle School (Optional Connection location to KGCS WAN Segment 2)

8562 Dahlgren Road
King George, VA 22485

Attachment 2, Current WAN Segments



Attachment 3, Desired Configurations



Attachment 4, Cost Summary Internet Access Services

3 year Contract Provide Internet services to the SBO demark. (Proposal should include a technical summary about connectivity.)	Monthly/Annual Costs	One-time Installation or Setup, if any
250 Mb	\$	\$
500 Mb	\$	\$
1 GB	\$	\$

WAN Segment Connectivity to KGCS WAN

WAN Connectivity, 3 year Contract Segment 1, Sealston Elementary to KGCS WAN (Proposal should include a technical summary about WAN connectivity.)	Dark Fiber Annual Costs	Lit Fiber Annual Costs	One-time Installation or Setup, if any
10GB	\$	\$	\$
Medium type			

WAN Connectivity, 3 year Contract Segment 2, Potomac Elementary to KGCS WAN (Proposal should include a technical summary about WAN connectivity.)	Annual Costs	Lit Fiber Annual Costs	One-time Installation or Setup, if any
10GB	\$		\$
Medium type	\$		\$

Self-Provision Construction Instalment Payments

WAN Connectivity, 6 or 12 Strands Segment 1, Sealston Elementary to KGCS WAN (Proposal should include a technical summary about WAN connectivity.)	12 Strand Costs	6 Strand Costs	One-time Installation or Setup, if any
1 Year Installment	\$	\$	\$
2 Year Installment	\$	\$	\$
3 Year Installment	\$	\$	\$
4 Year Installment	\$	\$	\$

WAN Connectivity, 6 or 12 Strands Segment 2, Potomac Elementary to KGCS WAN (Proposal should include a technical summary about WAN connectivity.)	12 Strand Costs	6 Strand Costs	One-time Installation or Setup, if any
1 Year Installment	\$	\$	\$
2 Year Installment	\$	\$	\$
3 Year Installment	\$	\$	\$
4 Year Installment	\$	\$	\$

Annual Maintenance costs for Dark Fiber and Fiber Construction Segment 1, Sealston Elementary to KGCS WAN	12 Strand Costs	6 Strand Costs
1 Year	\$	\$

Annual Maintenance costs for Dark Fiber and Fiber Construction Segment 2, Potomac Elementary to KGCS WAN	12 Strand Costs	6 Strand Costs
1 Year	\$	\$



Jamie Carter
Procurement Manager

10459 Courthouse Dr, Suite 201, King George, Virginia • Telephone (540) 775-8568 • Fax (540) 775-7692

GOODS AND SERVICES AGREEMENT
NUMBER: 03302016-1400-KGCS-001

SAMPLE – DO NOT COMPLETE

SUBJECT: FIBER WIDE AREA NETWORK (WAN)/INTERNET ACCESS AND SERVICES

Between:

King George County Schools
9100 St. Anthony's Road (PO Box 1239)
King George, Virginia 22485

Phone: (540) 775-5833
Fax: (540) 775-2165

And CONTRACTOR:

Phone: () _____
Fax: () _____

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ATTACHMENTS:

GENERAL TERMS AND CONDITIONS (EXHIBIT 1)

CERTIFICATE OF INSURANCE (EXHIBIT 2)

REQUEST FOR PROPOSAL # 03302016-1400 (EXHIBIT 3)

_____'S PROPOSAL DATED _____ (EXHIBIT 4)

CERTIFICATION REGARDING CRIMES, SEX OFFENSES AND DSS/CPS COMPLAINTS

BACKGROUND CHECKS (EXHIBIT 5)



**GOODS AND/OR SERVICES AGREEMENT
NUMBER: 03302016-1400-KGCS-001**

This **GOODS AND SERVICES AGREEMENT** ("AGREEMENT"), entered into this _____ day of _____, 2016 between **KING GEORGE COUNTY SCHOOLS** ("SCHOOLS"), a political subdivision of the Commonwealth of Virginia and a body politic, by and through its undersigned Purchasing Agent, pursuant to the authority expressly granted by the King George County School Board and _____ ("CONTRACTOR"). SCHOOLS and CONTRACTOR are collectively referred to as "PARTIES."

WITNESSETH:

WHEREAS, SCHOOLS desires to purchase **FIBER WIDE AREA NETWORK (WAN)/INTERNET ACCESS AND SERVICES** as further described herein and set forth in the referenced and attached documents, in accordance with the requirements of the King George County Purchasing Ordinance and the Virginia Public Procurement Act, where applicable; and

WHEREAS, CONTRACTOR has the expertise, knowledge and ability to provide the services set forth herein and in the referenced and attached documents; and

WHEREAS, SCHOOLS desires to hire CONTRACTOR to provide the services set forth herein and in the referenced and attached documents; and

WHEREAS CONTRACTOR was awarded this AGREEMENT after a duly performed competitive process; and

THEREFORE, in consideration of the mutual agreements contained in this AGREEMENT and the terms and conditions set forth below and in the referenced and attached documents, it is hereby AGREED between the PARTIES as follows:

1.0 GENERAL TERMS AND CONDITIONS

This AGREEMENT shall be subject to the "General Terms and Conditions", attached as Exhibit 1, and incorporated into this AGREEMENT.

2.0 SCOPE OF SERVICES

All goods and services shall in all ways comply with the specifications set forth in Request for Proposal #03302016-1400, attached and incorporated into this AGREEMENT as Exhibit 3.

3.0 PRICING & PAYMENT

All pricing and payment shall be as set forth in Section 1.9 of this AGREEMENT.

4.0 WARRANTIES AND TITLE

CONTRACTOR warrants that it has free and clear title, without encumbrance of any kind to goods and services set forth in this AGREEMENT and all attachments, and that it has the lawful right to dispose of, provide and/or sell goods and services in this AGREEMENT.

5.0 AGREEMENT DOCUMENTS

This AGREEMENT includes the following Agreement Documents:

- a. General Terms and Conditions, Exhibit 1
- b. Certificate of Insurance, Exhibit 2
- c. Request for Proposal # 03302016-1400, Exhibit 3
- d. _____'s Proposal dated _____, Exhibit 4
- e. Certification Regarding Crimes, Sex Offenses and DSS/CPS Complaints Background Checks (Exhibit 5)

6.0 MERGER

CONTRACTOR and SCHOOLS agree that the Agreement Documents set forth in the previous paragraph contain the entire Agreement between the PARTIES and that any previous representation or agreement, in writing or otherwise, is hereby superseded and made null and void. All amendments to this AGREEMENT shall be in writing with the notice provided as set forth in the General Terms and Conditions, attached as Exhibit 1.

7.0 CHOICE OF LAWS AND VENUE

Any and all disputes of any kind related to this AGREEMENT shall be brought before the King George County Circuit Court and determined under the Laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the PARTIES hereby set their signature to this AGREEMENT
on _____, 2016.

King George County Schools, Virginia:

Contractor:

By: _____
Robert B. Benson
Superintendent
King George County Schools

(____) _____

By: _____
Title: _____

Phone: (540) 775-9181
Fax: (540)775-5248

CERTIFICATION: I, _____, certify by my signature above
that I am the duly authorized agent of _____, and have all right
and authority to represent _____, and to enter into this
AGREEMENT.



EXHIBIT 1

GENERAL TERMS AND CONDITIONS

I.1 DEFINITIONS

- I.1.1 "Department Head" means the director of the using department of King George County Schools.
- I.1.2 "Duly authorized representative" means any person authorized in writing by the department head to act for the department head in connection with this AGREEMENT.
- I.1.3 "Purchasing Agent" means the Purchasing Agent of King George County whose duties and responsibilities are more particularly described in the King George County Purchasing Ordinance, or his or her designees, as duly authorized pursuant to the Purchasing Ordinance.
- I.1.4 "Goods and Services" shall be as defined in the King George County Purchasing Ordinance in effect at the time of the execution of this AGREEMENT.
- I.1.5 "Work" means **FIBER WIDE AREA NETWORK (WAN)/INTERNET ACCESS AND SERVICES.**
- I.1.6 "Contractor" shall mean: _____

I.2 AGREEMENT PERIOD

The term of this AGREEMENT is as follows:

- I.2.1 The term for the AGREEMENT shall be for an initial **three (3) years** from the date of execution. Upon mutual consent, SCHOOLS shall have the option to extend the contract annually for up to **two (2) additional one year renewal periods**, contingent upon need and availability of funds for this purpose.
- I.2.2 AGREEMENT will renew automatically unless a Notice of Intent to Terminate is issued by either party no less than 90 days prior to the expiration of the current term.

I.3 COMPLIANCE WITH LAWS

CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the performance of this AGREEMENT, including, without limitation, the King George County Purchasing Ordinance, the King George County and

Commonwealth of Virginia Building Codes, the King George County Zoning Ordinance, The Standards, Specifications and Regulations of the King George County Service Authority and the Code of Virginia. Copies of the Purchasing Ordinance, the Zoning Ordinance, and SCHOOLS Code are available for inspection in the Purchasing Office and Department of Community Development.

This AGREEMENT is governed by the applicable provisions of the King George County Purchasing Ordinance, which is incorporated herein by reference. Procedures for Agreement disputes, appeals and protests shall be governed by the Ordinance and the Virginia Public Procurement Act, where applicable.

I.4 TAXES

King George County Schools is exempt from excise taxation by virtue of exemption certificate No. 54-6001372. The Purchasing Agent will complete such documents as may be necessary for CONTRACTOR to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

I.5 NOTICE

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to CONTRACTOR by name and address listed on the proposal; to the department head by name and address listed on the cover here and to the Procurement Manager, Suite 201, 10459 Courthouse Drive, King George, VA 22485.

I.6 NONDISCRIMINATION

During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

- I.6.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, creed, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause
- I.6.2 CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.
- I.6.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

I.6.4 CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

I.6.5 CONTRACTOR will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I.7 DRUG-FREE WORKPLACE

CONTRACTOR agrees to (i) provide a drug-free workplace for 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 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 CONTRACTOR that 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 specific Agreement 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 a controlled substance or marijuana during the performance of the AGREEMENT.

I.8 NO FIREARMS, WEAPONS OR DRUGS

Contractor agrees that no employee or agent of CONTRACTOR of any kind will possess or cause to possess firearms and/or weapons and/or alcohol and/or illegal or controlled substances within 500 feet of King George County Schools property and facilities except as required by private security employed by King George County or official public law enforcement.

I.9 PRICE, PAYMENT, AND SERVICES

I.9.1 Price

The total cost for the goods and services shall not exceed _____ dollars (\$_____). CONTRACTOR certifies that it can provide all goods-and/or services under this AGREEMENT for \$_____ or less.

I.9.2.1 Payment

CONTRACTOR shall make monthly applications for payment as computed strictly based upon hourly rates/rates/pricing provided in Exhibit ____, but not to exceed \$_____ in total. SCHOOLS shall make payment upon review and acceptance of the work submitted in each Application for Payment.

I.9.2.3 Minimum Services

The minimum services provided shall be as set forth in Exhibit ____ [or] [as follows:_____].

I.9.2.4 Additional Services, Time and Expenses

When Additional Services, Time and/or Expenses are required, CONTRACTOR will prepare a "Change Order" describing the additional services and/or expenses, the cause of the additional services and/or expenses, the amount of increase or decrease of the AGREEMENT, and the amount of additional design time caused by the additional services and/or expenses. These services and/or expenses shall be reviewed and authorized by the by signing and returning the Change Order. CONTRACTOR shall not proceed with additional services, time and/or expenses until SCHOOLS authorizes them in writing.

I.10 QUALITY CONTROL AND INSPECTION

I.10.1 SCHOOLS, by its Procurement Manager, or any person whom he or she shall designate, shall have a right to inspect any services and/or products supplied by CONTRACTOR in carrying out this AGREEMENT.

I.10.2 SCHOOLS does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this AGREEMENT.

I.10.3. CONTRACTOR shall be responsible for the agreed quality and standards of all materials, components or completed work furnished under this AGREEMENT up to the time of final acceptance by SCHOOLS.

I.10.4. Completed work not complying with the requirements of this AGREEMENT shall be rejected by the Procurement Manager and shall be corrected by CONTRACTOR at no cost to SCHOOLS.

I.11 DELIVERIES

Goods and/or Services shall be completed to the satisfaction of SCHOOLS by the date specified in this AGREEMENT. Completed services not complying with the requirements of this AGREEMENT will be rejected by the Procurement Manager and shall be corrected by CONTRACTOR at no cost to SCHOOLS. In case of failure to complete services in accordance with the terms and conditions of this

AGREEMENT, SCHOOLS, after due oral or written notice, may perform the services and/or have the services performed and hold CONTRACTOR responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of nonconforming services, they may be accepted and payment shall be made at a reduction in price determined by reasonable price concept. This remedy shall be in addition to any other remedy which SCHOOLS may have.

I.12 RESPONSIBILITY FOR PROPERTY

CONTRACTOR shall be liable for any loss or destruction of, or damage to, property of SCHOOLS caused by the negligence or wrongful acts or omissions of CONTRACTOR or CONTRACTOR'S representatives, agents, or employees. Title and risk of loss or damage relating to the services provided by CONTRACTOR shall be the responsibility of CONTRACTOR until final acceptance by SCHOOLS.

I.13 SECURITY OF SCHOOLS' DATA

CONTRACTOR shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of SCHOOLS, without first obtaining the prior written authorization of SCHOOLS. Upon SCHOOLS' request, such data, designs, or other information, including all copies thereof, shall be returned to SCHOOLS. Where SCHOOLS' data, designs, or other information are furnished to CONTRACTOR'S suppliers for procurement of supplies for use in the performance of SCHOOLS' orders, CONTRACTOR shall insert the substance of this provision in its orders.

I.14 ASSIGNMENT AND SET-OFF

No part of this AGREEMENT, nor the AGREEMENT itself may be transferred or assigned to any other party by CONTRACTOR without the express, written consent of SCHOOLS.

This AGREEMENT shall be binding upon all successors, assigns, employees or other agents of CONTRACTOR. CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of SCHOOLS (but in no case shall the consent relieve CONTRACTOR from its obligations or change the terms of the AGREEMENT). CONTRACTOR shall not transfer or assign any AGREEMENT funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained. All claims for monies due or to become due from SCHOOLS shall be subject to deduction by SCHOOLS for any set-off or counterclaim arising out of this or any other of SCHOOLS' purchase orders with CONTRACTOR, or for any other liquidated debt from CONTRACTOR to SCHOOLS, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by CONTRACTOR.

I.15 NON-INFRINGEMENT

To the extent that the services are provided relating to detailed designs not originated and furnished by SCHOOLS, or by a process or method the use of which is not specifically directed by SCHOOLS, CONTRACTOR guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save SCHOOLS and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. CONTRACTOR shall defend, at its own expense, any action or claim in which such infringement is alleged, provided CONTRACTOR is notified within a reasonable time of such action or claim against SCHOOLS. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by CONTRACTOR was designed.

I.16 BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against CONTRACTOR or in the event of the appointment, with or without CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, SCHOOLS shall be entitled to cancel any unfilled part of this AGREEMENT without any liability whatsoever.

I.17 CHOICE OF LAW AND VENUE; NO ARBITRATION OR MEDIATION

This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the Circuit Court for King George County, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. CONTRACTOR and SCHOOLS hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

I.18 INDEMNIFICATION

CONTRACTOR shall save, defend, hold harmless and indemnify SCHOOLS, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including CONTRACTOR'S employees, of whatsoever nature or kind to the proportionate extent arising out of, as a result of, or in connection with such performance caused by the negligent actions or omissions of CONTRACTOR, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, CONTRACTOR and its subcontractors shall maintain public liability and property

damage insurance as provided in Exhibit 3, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

I.19 LIMITATION OF LIABILITY

SCHOOLS' liability shall be limited to the unpaid balance of amounts due under this AGREEMENT, and in no event shall SCHOOLS be liable to CONTRACTOR for indirect, incidental, consequential or special damages.

I.20 DEFAULT

SCHOOLS may, subject to the provisions below, by written notice of default to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:

I.20.1 If CONTRACTOR fails to make delivery of the supplies or to perform the work within the time specified here or any written extension; or

I.20.2 If CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress so as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or other such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying the failure.

In the event SCHOOLS terminates this AGREEMENT in whole or in part as provided herein, SCHOOLS may procure, upon the terms and in the manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated, and CONTRACTOR shall be liable to SCHOOLS for any excess costs for such similar supplies or service: provided, that CONTRACTOR shall continue the performance of this AGREEMENT to the extent not terminated under the provisions of this clause.

CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to and is deemed sufficient by the Purchasing Agent to establish that failure to perform the AGREEMENT was due to causes beyond the control and without the fault or negligence of CONTRACTOR

I.21 TERMINATION FOR THE CONVENIENCE OF SCHOOLS

This AGREEMENT may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in SCHOOLS' best interest. Any such termination shall be effected by the delivery to CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance under the AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed CONTRACTOR shall stop all performance, cancel orders for parts and terminate Subcontractor's as of the date specified in the notice; and accept no further orders from SCHOOLS. However, any authorized work not delivered as of the date of termination shall be delivered as required herein.

I.22 FORCE MAJEURE

CONTRACTOR is not responsible for damages or delay in performance caused by conditions beyond its control including, but not limited to, Acts of God, wars, and natural disasters. In any such event, CONTRACTOR'S fee and schedule shall be equitably adjusted.

I.23 OWNERSHIP & CONFIDENTIALITY OF GOODS AND SERVICES

CONTRACTOR acknowledges that SCHOOLS will be sole and exclusive owner of all goods and services produced under this AGREEMENT, including but not limited to tangible items, writing, drawings, plans, images, intellectual property and data compilations of any form whatsoever, shall be the exclusive and sole property of SCHOOLS and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

Further, CONTRACTOR agrees that all information provided to and by SCHOOLS pursuant to this AGREEMENT is private, confidential and proprietary and shall be the exclusive and sole property of SCHOOLS and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

I.24 EXCLUSIVITY OF SERVICES/CONFLICT OF INTEREST

During the course of the performance of this AGREEMENT, CONTRACTOR agrees that it will not provide any services, goods and or any other consultation of any kind to any other entity working on this Project, at anytime, including but not limited to the Architects, Engineers, and Builders.

I.25 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR certifies that they do not and will not during the performance of this AGREEMENT employ illegal alien workers, including subcontractors or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I.26 OFFICIAL NOT TO BENEFIT

CONTRACTOR certifies that to the best of his knowledge no SCHOOLS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be immediately disclosed to SCHOOLS Procurement Manager. Failure to disclose the information prescribed above may result in

rescission of this AGREEMENT, or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, SCHOOLS as a prerequisite to payment pursuant to CONTRACTOR, or at any time may require CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

I.27 NON-APPROPRIATION

SCHOOLS shall be bound, hereunder, only to the extent that such funds shall have been appropriated and budgeted and are otherwise available for the purpose of this AGREEMENT. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment due under this AGREEMENT, then SCHOOLS shall immediately notify CONTRACTOR, in writing, of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to SCHOOLS of any kind whatsoever.

I.28 NO AGENCY RELATIONSHIP

CONTRACTOR is not the agent, subagent or representative of SCHOOLS; and this AGREEMENT shall not make SCHOOLS liable to any person, firm, corporation or other who contracts with or provides goods or services to CONTRACTOR in connection with the services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against CONTRACTOR and any other person, firm, corporation or other supplying any work, labor, services, goods or materials to CONTRACTOR as a result of its services to SCHOOLS hereunder or otherwise.

I.29 CERTIFICATION OF AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or non-stock 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 or as otherwise required by law.

If your authority to transact business is revoked or cancelled at any time during the term of this Agreement the AUTHORITY may void any and all Agreements and/or contracts at any time without notice, set-off or recourse.

I certify that _____ is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code: **Yes**

CONTRACTOR'S identification number issued by the SCC: _____

I.30 AGREEMENT MODIFICATION

Pursuant to Virginia law, including Virginia Code Section 2.2-4309, this AGREEMENT may be modified during performance for all purposes allowed by law, as agreed by all PARTIES; however, any modification of this AGREEMENT shall be in writing and shall be signed by authorized representatives of the PARTIES.

I.31 ANTI-TRUST

By entering into this AGREEMENT, CONTRACTOR conveys, sells, assigns, and transfers to SCHOOLS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust law of the United States and Virginia, relating to the particular goods or services purchased or acquired by the SCHOOLS under this AGREEMENT.

Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Antitrust violations.

I.32 PAYMENT TO SUBCONTRACTORS:

CONTRACTOR is hereby obligated:

To pay the subcontractor(s) within seven (7) days of CONTRACTOR's receipt of payment from SCHOOLS for the proportionate share of the payment received for work performed by the subcontractor(s) under this AGREEMENT; or notify SCHOOLS and the subcontractor(s), in writing, of the CONTRACTOR's intention to withhold payment and the reason.

CONTRACTOR is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of this AGREEMENT on all amounts owed by CONTRACTOR that remain unpaid seven (7) days following receipt of payment from SCHOOLS, except for amounts withheld as stated above.

The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under this AGREEMENT.

CONTRACTOR's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of SCHOOLS.

I.34 QUALIFICATIONS OF BIDDERS OR OFFERORS

SCHOOLS may make such reasonable investigations as deemed proper and necessary to determine the ability of CONTRACTOR to perform the work and/or furnish the goods under this AGREEMENT and CONTRACTOR shall furnish to SCHOOLS all such information and data for this purpose as may be requested.

SCHOOLS reserves the right to inspect CONTRACTOR's physical facilities to satisfy questions regarding CONTRACTOR's capabilities.

SCHOOLS reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such CONTRACTOR fails to satisfy the SCHOOLS that such CONTRACTOR is properly qualified to carry out the obligations of this AGREEMENT

I.34 DEBARMENT

By submitting their bids or proposals and entering into this AGREEMENT, CONTRACTOR certifies that it is not currently debarred from submitting bids or proposals on contracts by any agency of SCHOOLS or state, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of SCHOOLS or state.

In the event that CONTRACTOR becomes debarred during the term of this AGREEMENT, such shall be an event of Default.

I.35 CONTRACTOR REGISTRATION

If this AGREEMENT involves construction, removal, repair or improvement of a building or other real property, CONTRACTOR is required under Title 54, Code of Virginia (1950), as amended from time-to-time, to be licensed by the State Board of Contractors under the appropriate CLASS.

Licensed Class A Virginia Contractor No. : _____

Licensed Class B Virginia Contractor No.: _____

I.36 PRIME CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall be responsible for completely supervising and directing the work under this AGREEMENT and all subcontractors that he may employ.

Subcontractors who perform work under this contract shall be responsible to CONTRACTOR.

CONTRACTOR agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

I.37 WARRANTY

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of twelve (12) months following date of the delivery and acceptance by COUNTY. Should any defect be noted by the

owner, the Purchasing Office will notify CONTRACTOR of such defect or non-conformance.

Notification will state either (1) that CONTRACTOR shall replace or correct, or (2) SCHOOLS does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If CONTRACTOR is required to correct or replace, it shall be at no cost to SCHOOLS and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If CONTRACTOR fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge CONTRACTOR the costs occasioned thereby or obtain an equitable adjustment in the contract price.

CONTRACTOR agrees that the supplies or services furnished under this AGREEMENT shall be covered by the most favorable commercial warranties CONTRACTOR gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available SCHOOLS.

A copy of this warranty must be furnished with the executed AGREEMENT.

I.38 WORK SITE DAMAGES

Any damage, including damage to finished surfaces, resulting from the performance of this AGREEMENT shall be repaired to SCHOOLS' satisfaction at CONTRACTOR's expense.

I.39 WARRANTY OF MATERIALS AND WORKMANSHIP

CONTRACTOR warrants that, unless otherwise specified, all materials and equipment incorporated in the work under this AGREEMENT shall be new, first class, and in accordance with the Agreement Documents. CONTRACTOR further warrants that all workmanship shall be of the highest quality in the trade, profession, or industry and in accordance with Agreement Documents and shall be performed by persons qualified in their respective trades.

Work not conforming to these warranties shall be considered defective.

This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this AGREEMENT.

I.40 USE OF PREMISES AND REMOVAL OF DEBRIS

CONTRACTOR expressly undertakes, either directly or through its subcontractors:

- (1) To perform this AGREEMENT in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work;

- (2) To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with progress of its work or the work of SCHOOLS or any other Contractor; and
- (3) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- (4) To effect all cutting, filling or patching of its work required to make the same conform to the plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other Contractor.
- (5) CONTRACTOR shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation.

I.41 PROTECTION OF PERSONS AND PROPERTY

CONTRACTOR expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property, including SCHOOLS' employees and property and its own.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect SCHOOLS' property from injury or loss arising in connection with this AGREEMENT.

CONTRACTOR shall make good any such damage, injury or loss, except such as may be directly due to errors in the Agreement Documents or caused by agents or employees of SCHOOLS. CONTRACTOR shall adequately protect adjacent property as provided by law and the Agreement Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Agreement Documents.

In an emergency affecting the safety or life of individuals, or of the work or of adjoining property, CONTRACTOR, without special instruction or authorization from the SCHOOLS, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury. Also, should CONTRACTOR to prevent threatened loss or injury, be instructed or authorized to act by COUNTY, he shall so act, without appeal. Any additional compensation or extension of time claimed by CONTRACTOR on account of any emergency work shall be determined as provided in the AGREEMENT.

I.42 LIQUIDATED DAMAGES, FURNISH AND INSTALL

Time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials or equipment are not delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of \$1,000.00 per day for each and every calendar day of

delay beyond the time specified; except that if the delivery be delayed by any act, negligence or default on the part of SCHOOLS, public enemy, war, embargo and fire or explosion not caused by the negligence or intentional act of CONTRACTOR or his supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of CONTRACTOR or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for an extension from CONTRACTOR, the purchasing office may extend the time for performance of this AGREEMENT or delivery of goods herein specified at the purchasing office's sole discretion for good cause shown.

I.43 FELONY CONVICTION

CONTRACTOR acknowledges and certifies that all employees of CONTRACTOR and sub-contractors performing work on school division property or property being used by the school division are not convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. The contractor further acknowledges and certifies that it understands that allowing any person subject to the direct or indirect control of CONTRACTOR 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 SCHOOLS in addition to any criminal penalties that may result from such conduct.

I.44 PRICE ESCALATION/DE-ESCALATION

Price adjustments may be permitted for changes in CONTRACTOR's cost of materials not to exceed the increase in the following index indices: CPI-W: U.S. city average, by expenditure category and commodity and service group-Information technology, hardware and services (1) (5). No price increases will be authorized for three hundred and sixty five (365) calendar days after the effective date of this AGREEMENT. Price escalation may be permitted only at the end of this period and each 365 days hereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed SCHOOLS.

CONTRACTOR shall give not less than thirty (30) days advance notice of any price increase to the purchasing office.

Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30) day notification period. CONTRACTOR shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to SCHOOLS; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and CONTRACTOR in writing of the effective date of any increase which it approves. However, CONTRACTOR shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

I.45 QUANTITIES

Quantities set forth in this solicitation are estimates only, and CONTRACTOR shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

I.46 CERTIFICATION REGARDING CRIMES, SEX OFFENSES AND DSS/CPS COMPLAINTS

CONTRACTOR shall provide certification (EXHIBIT 5) that all employees and subcontractors who provide services under this AGREEMENT that may have contact with students on school property during regular school hours or during school-sponsored activities, have not been convicted of a felony or any other offense involving the sexual molestation or physical or sexual touching, abuse or rape of a child; and have neither pending Department of Social Services ("DSS") and/or Child Protective Services ("CPS") complaints, nor past DSS/CPS founded complaints.

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EXHIBIT 2
CERTIFICATE OF INSURANCE
(Attach Following This Page)

EXHIBIT 3
REQUEST FOR PROPOSAL # 03302016-1400
(Attach Following This Page)

EXHIBIT 4
'S PROPOSAL DATED _____
(Attach Following This Page)

EXHIBIT 5
CERTIFICATION REGARDING CRIMES, SEX OFFENSES AND
DSS/CPS COMPLAINTS BACKGROUND CHECKS
(Attach Following This Page)



KING GEORGE COUNTY SCHOOLS

CONTRACTOR CERTIFICATION RELATING TO BACKGROUND CHECKS

I, _____ of/for
[Name] [Title]

_____, certify to the King George County School
[Contractor]

Board that no representative, employee, or subcontractor of
_____ who will Provide goods and services
[Contractor]

under this Agreement, and who will have direct contact with students on school property during regular school hours or during school-sponsored activities, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

I understand that I can be found guilty of a Class 1 misdemeanor for making a materially false statement in this Certification and that a conviction for making a materially false statement in this Certification shall be grounds for the immediate revocation of my firm or business's Agreement with the King George County School Board.

[Date]

[Signature]

[Title]

[Contractor]